Terms and Conditions

This is Dorothy Davis, CEO and owner of Southeastern Business Solutions, presenting the Terms and Conditions of services and programs offered at Southeastern Business Solutions (SEBS). These are subject to change without notification. Most current can be found at

SoutheasternBusinessSolutions.com

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Expectations

What can you expect from Southeastern Business Solutions as a service provider?

In addition to web design and hosting, content creation, video and photo editing, software distribution and support, SEBS also reaches out to the community and its surrounding communities with opportunities to collaborate on projects. This outreach includes the following initiatives taken by Southeastern Business Solutions.

- SEBS is reaching out to all fellow artists. The scope includes music, theatre, and ecommerce product creations. That means I'm looking to partner my passions with others whose passions compliment my own for AWESOME new creations. Others might include musicians, actors, and material handlers like clay modelers, wood treatments, 3D printers, etc. My passions are visual arts and graphic design. When coupled with video editing, content creation, web design, and ecommerce I see loads of opportunities for ALL involved.
- SEBS offers heavily discounted pricing for all non-profits, artists, and current year business startups. Government issued documentation presentation required for non-profits and business startups to qualify for this discount. Startups will maintain their discount for as long as they remain with SEBS. Any break in service will remove the discount.
- SEBS seeks to offer support to individuals with disabilities that limit their ability to gain employment but are not considered disabled. For example, if a person has a reading and writing disability but is physically able to work. Such a person may be having trouble getting assistance from our government or their approval process may take longer than the bills take to accumulate. SEBS seeks to help individuals stuck in a

really bad situation to no fault of their own by taking the talent they have public and helping them get their own service line up and business started using today's technology to showcase their skills. There are two requirements to be eligible for this outreach program.

- 1. You need to have someone who can read and write in your court because I can't always be there throughout your business operations to do that for you.
- 2. An OFFICIAL form of documentation showing proof of disability, such as certified transcripts and a resume listing all the places you have worked and their contact information. Contact information must be current and valid. To ensure program integrity the disability must be verified.

Verified participants of this program will receive free web design and hosting services for one site for the first year of their operation. Thereafter participants will be billed at the same discounted rate as non-profit, artists, and entrepreneur start-ups. Free applies to web design and hosting only. It does not apply to domain registration or exchange, MSO, Creative Cloud accounts, VOIP, or AnyMeeting accounts.

- Upon request, SEBS will provide content management training and intermediate consulting to all website owners, both customers and program participants, free of charge. "Intermediate" consulting means consulting on how to post a given type of content in a specific location on your website.
 - Extended consulting, which covers design and development issues, is only offered FREE to websites that I designed and developed myself. Any websites hosted by SEBS but developed and designed by another are offered extended consulting services at a fee.
- SEBS will establish MOUs where necessary to mitigate any concerns that should arise between the parties.
- If at any time the site must go offline, these terms and conditions will be

displayed to indicate possible reasons for it being offline. Possible reasons for it to go offline include but are not limited to:

- Some types of maintenance require the site to be offline while performing them
- At the request of the purchaser/business owner
- Or the site is entering the shutdown process

What does Southeastern Business Solutions expect from its customers and program participants?

- Program participants will provide documentation supporting their claims.
- You will share your goals and plans and express how you feel SEBS fits into that plan.
- You will review and understand this document and ask questions where you don't understand or if you find that something isn't addressed that you would like to see addressed.
- You will honor payment arrangements you have committed to with SEBS or contact SEBS if the need arises to change a due date or make a settlement/arrangement for getting caught up if you need to delay a payment beyond the due date. Then honor that.
- You will collaborate with SEBS during the ramp up of any services requested by providing any important details you feel I need to know and any materials that should be included. You will be available for contact should a detail or asset be found missing.
- Website owners will keep their site content fresh and appropriate. The whole point of a website is to disseminate and, sometimes, collect information about the services you provide or services the community needs. A site with no information trickling across is not telling anyone anything nor is it serving any purpose. Show me a website with no new content flowing and I'll show you a website that's headed to the website graveyard. After all, if the info never changes, why go back to it right. So says the analytics. That said, let's keep the content fresh website

owners. You can't keep returning visitors with a dead site.

Service Availability Scope.

SEBS offers services in a variety of ways.

One-Time Project

Services offered as a one-time thing for a project you have in the works. This could be design service for a site that has already been developed. It could be video services for event coverage, for websites, or instructional purposes. Basically, it's a one-time service followed by a one-time charge.

Monthly Service Subscriptions

This is typically a software suite, hosting services, cloud storage (*that ebbs and flows with business demands*), or communications services such as meeting rooms, inboxes, regularly scheduled video services, content management services, etc.

Monthly Retainer Reservations

This is typically a move for large scale projects that will require a great deal of time on a daily basis for an extended and undeterminable period of time; thus taking the bulk of my day away from other paying opportunities. In short, this keeps me in your hands for an agreed amount of time in exchange for an agreed amount of compensation.

Tell me about the billing process.

All billing is handled through accounting software. SEBS prefers payment through electronic invoices. However, if your entity requires you pay via check then please remit payment to (be sure to reference the invoice number(s) it should be applied to):

Southeastern Business Solutions

Dorothy Davis PO Box 25 Vidalia GA 30475

There are four billing options.

- 1. *Monthly.* Billed a month in advance on the first of every month with a due date of the 14th.
- 2. *Quarterly.* Billed a quarter in advance on the first day of the second month of the previous quarter. Quarters are based calendar quarters, not the fiscal service startup date. For example, a quarter is Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. So, if your services are starting up in February, your first invoice will include February and March, and the full quarters thereafter. An April-June invoice will go out February 1st with a due date of the 14th.
- 3. **Annual.** Billed a year in advance two months before the new billing cycle begins with a due date of 14th.

How are unpaid, overdue, or late payments handled?

- 1. *Monthly.* Payment for monthly billing is required by the due date (14th of the billing month). As of the 14th of the second unpaid monthly bill the services shut-down process will begin.
- 2. *Quarterly.* Payment for quarterly billing is required by the due date (14th of the billing month). As of the 14th of the second month the services shut-down process will begin.
- 3. *Annual.* Payment for annual billing is required by the due date (14th of the billing month). As of the 14th of that month the services shut-down process will begin.

The service shutdown process explained.

Once an account has gone through the initiatives above and still no payment has been remitted, then the account reaches a 'failure to remit payment' status and moves on the 'time to shut it down status.' This is how it works.

Once an invoice has been issued and no payment has been made by the 14th courtesy reminders will go out. No response to those reminders prompts a

call. No answer or no response to my calls prompts the shut-down process. From the 14th through the first week of the next month we're trying to reach you via reminders and calls. This gives us three weeks to work out doable arrangements that will bring you current. If my attempts to assist you in getting current fall on deaf ears or go on ignored, the shutdown process will begin by the 14th of the following month and will proceed in an order based on the necessity of the service, the most necessary being the last to be shut down. Backups to websites and inboxes will be made prior to terminating the affected services. These materials will be held on file for pickup for 30 days. After 30 days SEBS will no longer retain these materials nor hold any responsibility over them. However, if your account has not been paid in full; no materials will be released until it has been; but no longer than 30 days unless a documented agreement has been negotiated between both parties and then the materials will not be released until the account is settled.

Your business is very important to me. As you know all services come at a cost and when your customers don't pay then it costs you; well, the same applies to Southeastern Business Solutions. So, if this happens, don't take it personally. Just let us know about your situation, we can come to a settlement agreement and end services on a positive note. Then, once you are ready to pick it up again, just give us a call. We know hard times fall on us all. I will work with anyone willing to work with me. But if you say you're going to do something; then let's do it; else the positive note turns sour.

A business can't stay in operation when customers refuse to pay. Refusal to pay equals refusal to render service. Period! SEBS gives plenty away freely without having to accept the business of customers who commit to pay and want what they have but refuse to pay after several attempts to make arrangements for getting caught up. Don't be this person, love your business enough to care about the creditability you are creating with those with whom you do business. Nobody likes this part of business, but it is essential if it is to stay in operation.

Ethical Implications

Any representative of Southeastern Business Solutions found engaging in unethical or ill-intended behavior with or toward a customer or program participant will be immediately dismissed and all access revoked. Likewise, any business or customer engaging in unethical behavior, threatening, or otherwise ill-intended behavior with any representative of Southeastern Business Solutions will automatically qualify for dismissal of your patronage.

Know that if I've a tone, it's a well-deserved tone earned from prior conversations about the same topic. Don't let your feelings get hurt about it; just correct the issue, explain the circumstances to help me understand how we got to this place so we can work out a plan, or move on if you just aren't interested in resolving it. I am a very patient and helpful person and can work with anyone. But deception, lack of communication, avoidance, all these negative behaviors are not a part of the SEBS culture. Any individual(s) exhibiting and attempting to inject SEBS' culture with such negative behaviors are not welcomed. We are positive folks and do positive works for others and we intend to keep it that way. So please keep it positive by keeping your lines of communication open and asking appropriate questions only.

We are here to help you reach your goals, not hand you the company. Asking for or expecting free services that don't come to SEBS free, any form of request for proprietary information, or any request for services that are deemed unlawful or unethical shows that your intent isn't to receive help via the services we offer but something more on the intolerable and unethical side. So, asking the wrong questions will kill our relationship quickly. Think twice if you are serious about our services and what we can do to help you reach your goals. FYI

Intellectual Property

Southeastern Business Solutions operates, as does any business, with several components. These components are the intellectual property of

Southeastern Business Solutions. Intellectual property will not at any time be shared with anyone outside of Southeastern Business Solutions. Intellectual property includes any business-to-business relationships, any service-related components, and any process by which we engage in those relationships daily to render your services. Any information contained within regarding these components will not be divulged nor will it be inquired about. Anything you need to know about our services is available on the website or can be provided to the appropriate parties in an MOU. Period! Below are lists of what are acceptable verses unacceptable inquiries.

Acceptable Inquiries

Some acceptable inquires include but are not limited to:

- 1. Why is this behaving this way?
- 2. Why won't this load?
- 3. I'd like to assign an internal administrator to my account. Can I? If so, how?
- 4. I'd like to assign an internal developer to my cPanel. Can I? If so, how?
- 5. How do I post an article?
- 6. How do I post a banner?
- 7. How do I see the analytics on the banners?
- 8. Can I view the clicks/impressions of banners?
- 9. How do I add a product to my ecommerce inventory?
- 10. How do I update the information for this product/article/event?
- 11. What happens if something happens to you? We (your business and SEBS) can meet and discuss needs, concerns, expectations and come to an agreement that will be followed up with a Memorandum of Understanding (MOU) drawn by SEBS, addressing all the issues discussed, designating who the primary and secondary contacts are, what their roles will be, any communication requirements, and any

implicated financial particularities that may result, depending on the circumstance. By circumstance I mean:

- If you are assigning someone that is on your staffing pattern, then finances should not be a concern, as you are absorbing the cost.
- ii. However, if wish to designate a third party to access the portal provided through SEBS' then the MOU needs to address the cost implications.
- iii. These MOU's will be administered on a case-by-case basis per customer/program participant as found necessary by either party and will be need driven with all parties' security and compensation first in mind.
- 12. I'd like to move my content management from you guys to my team so they can post them as they need to. Can you provide them with access and some training?
- 13. My team has been reduced and I'd like to move my content management over to you guys. Can you handle that for me? Tell me what I need to do to get you the info you need to take over that for me.
- 14. I can't log into the administrative side of my site. I forgot what I changed the password to. Can you reset it for me? Or how can I prompt a reset myself?
- 15. I can't log into the developer's side of my site. I forgot what I changed the password to. Can you reset it for me? Or how can I prompt a reset myself?
- 16. I can't log into my MSO account. I forgot what I changed the password to. Can you reset it for me? Or how can I prompt a reset myself?
- 17. I can't log into the Creative Cloud account. I forgot what I changed the password to. Can you reset it for me? Or how can I prompt a reset myself?
- 18. I can't log into the Exchange account. I forgot what I changed the

- password to. Can you reset it for me? Or how can I prompt a reset myself?
- 19. I can't log into the VOIP account. I forgot what I changed the password to. Can you reset it for me? Or how can I prompt a reset myself?
- 20. I can't log into the AnyMeeting/Virtual Office account. I forgot what I changed the password to. Can you reset it for me? Or how can I prompt a reset myself?

Unacceptable Inquiries

- 1. Where do you get this service from? *
- 2. How can I pay for this service directly? (simply question 1 reworded) *
- * See #11 of the Acceptable Inquiries to address any concerns driving the two questions above. And you might also revisit the section titled "Tell me about the billing process."

Product Retention

All product lineups offered by SEBS have a backup, retention, and migration process.

Websites

All websites developed and designed by SEBS will hold the SEBS reference in the footer. All sites' artifacts, database, and file system will be retained for 30 days upon termination of the webhosting account. During that 30 day period the site's materials will be available for pickup as long as the account is settled in full.

Inboxes

All inboxes and users have the ability to be migrated from your current exchange provider to another. Your account must be settled in full prior to migration in order to be provided support in the migration process.

Media

SEBS reserves the right to retain any and ALL media created by its owner(s) in the following manner. ALL media designed by SEBS or Dorothy Davis in <u>ANY capacity</u>, with or without contributions, for SEBS initiatives or ANY other initiative will be created in two formats:

- 1. With Credits and SEBS Logo this will be loaded into our repositories such as social media outlets and displayed on the SEBS website
- 2. Without Credits and SEBS Logo this will be the version provided to the recipient of the product to use as they please.

Training

Training will be provided to individuals based on these guidelines:

Customers/Buyers

Although SEBS provides and encourages the use of training videos and 'how to' articles, which are growing as time ticks along, SEBS still welcomes the opportunity to train your staff in how to do certain things. Some examples include but are not limited to:

- How to post banners and articles
- How to embed videos and pdfs
- How to create and load eBooks if you're using our eBook feature
- How to tag content so that its appearance is consistent with the other content visible on the site in style, branding, etc.
- How to access the records of the data collected on a webform
- How do I change my password
- I forgot my password and need a reset
- How do I set my email up on my phone

MOU Agents (external support)

Although, training materials are made available in article and video formats for detailed walkthroughs on performing certain tasks as well as a contact number for additional guidance if needed, SEBS still ensures their availability to answer any questions or offer guidance where it may be needed.

MOU Agents will direct all concerns, questions, and any account changes immediately to SEBS. SEBS will follow up according to the issues brought forth. There is nothing that can't be fixed, so communicate the problem and we will resolve it together.

Staff (internal support)

Internal staff will be provided with all the training necessary to perform their job. Should an internal staff wish to learn more or advance, simply express your interest and we can make plans for your growth.

How do I become...

So you think you might like to join the SEBS team? Here's how.

Customer/Buyers

One can easily become a buyer in the following ways:

- 1. Express interest via either of the two forms made available here
- 2. Email dorothy@southeasternbusinesssolutions.com
- 3. Text Dorothy at (912) 423-2761
- 4. Call Dorothy at (912) 423-2761

Then allow 48 hours for a response.

MOU Agents

SEBS knows it gets busy and one person can't do it all. While SEBS doesn't have enough work to hire anyone with consistent hours, we do have enough to share the load. We do this through Memorandums of Understanding (MOU). Memorandums of Understanding are used to layout the specifics of an arrangement between parties and are set as the guidelines by which all concerned parties will operate and interact with each other. Simply put, it is the who, what, when, where, and how of our relationship.

MOU agents must be requested by the buyer. This ensures that the buyer is satisfied with the agent as they have worked with that agent on other projects in the past. Trust is very important. Allowing the buyer to say who their MOU agent is to be gives them peace of mind and confidence in the selection process. If the buyer/requestor doesn't have anyone in mind, SEBS will select from its reserves based on the need the buyer has and skillset available in the reserve. MOU Agents can be identified and selected based on a given purpose. For example, an MOU Agent might be selected as a:

• secondary contact for a given service

- network infrastructure go-to-guru to compliment the services offered by SEBS (such as SharePoint Intranet sites where the file structure is built on your network)
- mobile app builder/supporter
- a website developer
- a videographer
- etc

So now how do you get added to SEBS Reserves in the event opportunity knocks? You will find the form at this link. Registering doesn't guarantee that steady projects will be coming in. What this does is add you to our reserves in the event your services are needed by SEBS or any SEBS constituent; constituent being any entity/business/individual contracting with SEBS for any services rendered by or programs headed by SEBS. As time goes on if there is a need to hire someone for consistent work then the MOU Reserves will be the go-to move for selecting candidates, before the job market.

MOU Reserves benefit all because:

- It gives buyers a say in who is included in their resource support team which builds confidence and trust.
- It gives individuals like you the opportunity to get ahead of the job market should positions come open.
- It gives SEBS a pool of skillsets from which to select support in the event I am unavailable, and a task is time sensitive.

Additionally, MOU Agents who have positive reviews and are requested by buyers as the additional support they prefer, will be presented opportunities to onboard your own clients and support your own SEBS sales accounts; thus, earning a commission in addition to the MOU support fees you designate in your MOUs with SEBS. *More information about that is coming soon.*

How are MOU Agents selected for hire in the event a regular position becomes available. MOU Agents that are consistently requested by buyers and have good reviews from buyers stand out as awesome candidates.

If you are on the MOU Reserves and you wish to be removed for one reason or

another, simply email <u>dorothy@southeasternbusisnesssolutions.com</u> or text your name and request to (912) 423-2761.

Internal Staff

Currently SEBS doesn't have any positions open. Once we do we will post it on the site, post a video to our <u>YouTube channel</u>, blab about it on <u>TikTok</u>, blurt it out on our <u>Facebook Page</u>, and we may even run an ad on your local radio station.