# **Terms and Conditions**

Southeastern Business Solutions 110 Grandview Ave. Culpeper, VA 22701

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

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### About SEBS

Southeastern Business Solutions specializes in production software and multimedia services. Our partners include businesses, entrepreneurs, individuals, artists, and organizations. We offer everything you need to launch your dreams, including radio streaming services for die-hard music lovers and promoters. We service up and down the eastern coast of the great USA.

# 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 is 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.

- 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. Some OFFICIAL form of documentation showing proof of disability, such as <u>certified</u> transcripts and a resume listing all the places you have worked and their contact information. Contact information must be current and valid. To ensure the integrity of the program, the disability must be verified.
- Verified program participants 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-profits, artists, and entrepreneur start-ups. Free applies to web design and hosting only. It <u>does not</u> 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 covering design and development issues is free only to websites I designed and developed myself. Any website hosted

by SEBS but developed and designed by another is offered extended consulting services at a fee.

• SEBS will establish MOUs where it is necessary to mitigate any concerns that may arise between the parties.

# 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.

## 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 referencing the invoice number(s) it should be applied to:

> Southeastern Business Solutions C/O Dorothy Davis 110 Grandview Ave. Culpeper, VA 22701

#### There are four billing options.

- 1. *Monthly.* Billed a month in advance on the first of every month with a due date of the 14<sup>th</sup>.
- 2. Quarterly. Billed a quarter in advance on the first day of the second month of the previous quarter. The quarters are based on 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 start in February, your first invoice will include February and March, and the full quarters thereafter. An April-June invoice will go out on February 1<sup>st</sup> with a due date of the 14<sup>th</sup>.
- 3. *Annual.* Billed a year in advance two months before the new billing cycle begins with a due date of the 14<sup>th</sup>.

#### How are unpaid, overdue, or late payments handled?

Monthly. Payment for monthly billing is required by the due date (14<sup>th</sup> of the billing month). As of the 14<sup>th</sup> of the second unpaid monthly bill the services shut-down process will begin.

- Quarterly. Payment for quarterly billing is required by the due date (14<sup>th</sup> of the billing month). As of the 14<sup>th</sup> of the second month, the services shut-down process will begin.
- 3. **Annual.** Payment for annual billing is required by the due date (14<sup>th</sup> of the billing month). As of the 14<sup>th</sup> of that month, the services shut-down process will begin.

#### The service shutdown process is 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 to the 'time to shut it down status.' This is how it works.

Once an invoice has been issued and the 14th passes where no payment has been made, reminders will go out. No response to those reminders prompts a call. No answer or response to my calls prompts the shut-down process. From the 14<sup>th</sup> through the first week of 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 14<sup>th</sup> 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.

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 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 to get 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 to 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 regarding these components will not be divulged nor 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 acceptable versus unacceptable inquiries.

#### **Acceptable Inquiries**

Some acceptable inquiries 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 assign someone on your staffing pattern, then finances should not be a concern; as you are absorbing the cost (administrative fees) that come with administrative-related tasks. These tasks might include mail forwarding, addingremoving users, resets, content management, etc.
  - 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 MOUs 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 from the office 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) \*

\* <u>See #11 of the Acceptable Inquiries</u> to address any concerns driving the two questions above. You might also revisit the section titled "<u>Tell me about the billing</u> <u>process.</u>"