

# Payment and service delivery terms

October 2018

### Introduction

These terms & conditions set out the terms between you: the customer and us: the <a href="https://www.skybill.eu">www.skybill.eu</a> operator.

Your use of this website and any services contained within constitutes acceptance of these terms & conditions in full.

You should not use this website if you do not accept these terms & conditions in full.

### Customer Information

You should always check that the contact information you provide is correct before creating the customer account or proceeding to a payment.

You are responsible for maintaining your own username and password, where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.

You are responsible for your customer account and actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.

### Products and services

Skybill portal offers online full scale ERP solution service (SAAS). We offer not only ERP system but also solutions for wide range of billing and loan management needs and web portals. We also take care of server maintenance, data backups. We make backup copies each day and keep them for 2 months, if not requested they are deleted.

To help our customers to start using the system we have the support service, set up by a team of programmers and consultants, ready to help you with the implementation.

To help calculate potential monthly cost we have included price calculator in each product page.

1

SkyBill. Ltd

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### Order

When you place an order you will automatically receive a confirmation email from us to confirm your order. Your order constitutes a request made to us to purchase the services specified in the order.

Your request is only accepted by us once we have emailed you to confirm the dispatch of your order.

We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

If we are unable to ascertain these details reasonably or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third party card or account.

Sequence of steps to order service are as follow:

- Choose the product
- Register for a FREE TRIAL (fill in the registration form, accept the privacy policy and the payment terms)
- Receive your account confirmation mail and you are READY to log in and start use service
- For unlimited (Production) version go to your Skybill account administration dashboard:
  - o make payment in 'order' section
  - or click to "PRO subscription" button in your Skybill dashboard make payment there and start use system with no limitations.

# Description of evaluation mode limitations

While you are on **FREE TRIAL** mode your system usage is limited:

- to Just 1 user per company,
- **100 meter points** (for billing module) **or agreements** (for loan management),
- **5** external web solution users,
- If system is **not used for 30 days** or more (no posted bills, no changes in database), your access to system might be terminated.

You can switch to PRO subscription mode (no limits in system usage) any time by logging in to your Skybill account and going to dashboard section 'order' and chose 'PRO subscription'.



#### Price

All actual price list is available in Skybill client portal- dashboard and in Skybill product description section.

Price is set for 1 calendar month, means client needs to pay each month 1st data for services used in Skybill portal and its extensions for following month.

Prices for PRO *subscription* mode (Prices are in EUR without VAT), total system usage costs consist from price per users+ price per meter point or agreements registered in system+ additional cost may apply if some more services ordered. Price can be changed once in year by warning customer at least 3 months in advance.

By default, **20 Gb** data base (for client system data storage) is granted, if clients data base exceeds 20GB then each Gb above 20GB will cost additional **1.5 EUR** per month.

All payments are done in advance and you can see the actual balance in Your Skybill account.

It is possible to add and remove users every month but this will appear on the bill of the following month. If user is added price for full month will be deducted from your Skybill account, if user is removed it will influent just next month bill.

At the 1<sup>th</sup> date of each month Skybill accounting system will deduct customer account for amount equal user count times user price (example 5 users = 5 X user Price) + meter points (or agreements) times price. Remaining balance will be used to pay regular usage of system regarding pricelist.

10<sup>th</sup> date each month we will sent invoice with detailed account balance describing what service you have used, and what is your balance status.

You can also see the balance, invoices and all the payment history, and active users count, in your Skybill account.

# Delivery

Ordered service will be delivered (working environment made, empty data base created, default chart of accounts created and link to working environment sent) within 1h after payment have be accepted from our bank (usually its within 10 min after registration). Customer will receive information e-mail. In confirmation mail will be working environment activation link, by clicking on it customer starts to use Skybill services.



Skybill portal is just frontend for you, real working ERP environment with chosen solution is located on different server and only you have access to it. It is also possible to use download link (from Skybill dashboard) for desktop usage and not log in Skybill at all.

# Cancellation Rights and Refunds

Customer can cancel cooperation with Skybill at any time and request remaining founds to be transferred back to the customer bank account. Funds will be transferred to the bank account registered in your Skybill account. After Skybill operator will receive withdrawal request we will calculate final withdrawals amount, and send notification to your e-mail. Transfer will be made within 14 working days.

What kind of funds can be reclaimable?

Customer can see remaining balance information in Skybill dashboard, after we receive service cancelation request we stop customer working environment service and make final calculation.

Customers on PRO subscription mode can reclaim they data, any time as it is customer property, delivery costs and media are on customer.

# **Customer Complaints**

Customer can have quite long evaluation period (just with some quantity limitations), and only after starting PRO subscription mode client start to pay for services and license. But if there still are some complains and unclear cases, customer can contact our support by e-mails or online chat system if it's not enough and problem is not solved, you can call our office +371 67274822.

# Copyright

All copy rights regarding registered and certified (CFMD) billing or Loan Servicing solutions belong to company Ltd. NAVEX as developer of those solutions. Microsoft Dynamics NAV license terms can be found there <a href="https://msdn.microsoft.com/en-us/library/dn892088(v=nav.90).aspx">https://msdn.microsoft.com/en-us/library/dn892088(v=nav.90).aspx</a>

### Jurisdiction

All disputes will be governed by the law of the Republic of Latvia.