## **Subscription Agreement**

- 1.1. All payments are month to month (Except yearly plans) and you can cancel at any time. When you sign up for our subscription service, the length of your initial subscription period will be stated in your Subscription Agreement. Unless explicitly specified otherwise, it will continue to renew automatically thereafter. All payments are month to month, unless you pay in full for an annual plan. To prevent renewal of Your subscription, you must provide notice of non-renewal as provided in Section 1.4.
- 1.2. By subscribing to our services, you hereby acknowledge and agree that your subscription will continue automatically until you give notice of cancellation, or we cease to provide you with the services as per these terms and conditions. You hereby authorize OmniSuite to charge your payment method on file for your subscription plus any applicable taxes, unless you have provided notice of non-renewal.
- 1.3. Fees and payment for the OmniSuite Service and additional Professional Services are detailed in the Subscription Agreement and must be paid in advance. These fees are nonrefundable, except for instances as outlined in the Subscription Agreement and these Terms. The current pricing available on Our website on the date of renewal will apply to Your renewal subscription period. You are liable for all Fees You owe us under any Subscription Agreement. Failure to pay any fees that are due on your accounts with us or associated with OmniSuite Payments or another payment processor is a breach of the terms and conditions agreed upon by you and us. Therefore, it is imperative that payment of all fees be made promptly. By not fulfilling your financial obligations towards us, you will be violating the terms of our agreement. As the provider of OmniSuite Service and Professional Services, we reserve the right to discontinue your account or restrict access to any of our services associated with your accounts, whether managed by us or by you. I understand and agree that it is my responsibility to provide OmniSuite with accurate billing and contact information for myself and my organization. I will ensure that this information is kept up-to-date to ensure smooth and efficient communication. When credit card payment is specified in the Subscription Agreement or you provide OmniSuite with credit card information, you hereby confirm that you have the authority to use the credit card details provided, and you grant OmniSuite permission to store this information and use it to charge the card for the following purposes: (a) at the time you order the OmniSuite Service or any other Professional Services outlined in the Subscription Agreement, (b) for any billing frequency as specified in the Subscription Agreement, and (c) at the time of any renewal, to cover the cost of fees as well as any applicable sales taxes for the renewed Subscription Term. You trust us with your payment information, as our third-party payment processor is highly secure and reliable. When making credit card payments, you will need to comply with the additional terms and conditions set by our trusted third-party credit card payment processor, who will be responsible for handling that particular transaction as the merchant of record. Please note that the total amount charged might vary depending on the extent of your usage of services such as AI-generated content, texts, emails, trigger-based workflows, premium features, contact lists, user accounts, fax, and voice broadcasting services. Additionally, promotions, modifications to your subscription, or changes in taxes and other fees may also affect the final charge. By agreeing to our terms, you give us permission, or our payment

processing partner, to automatically charge the corresponding amount to your payment method. OmniSuite reserves the right to verify credit/debit card payments prior to acceptance of Your Order. The following actions are reserved to us: (i) acquiring and utilizing updated credit card account details from card brands electronically, if available, (ii) making attempts to process payments that have previously failed to ensure they are authorized, even those from cards with extended expiration dates, and (iii) altering approved third-party payment processors to assist in payment processing. If OmniSuite agrees, you can pay for your subscription using a different method than a credit card. In that case, you'll receive an invoice at the start of the agreement and each month before the billing period. You'll need to pay the amount within 10 days of receiving the invoice. OmniSuite offers flexible payment options to make the subscription process as smooth as possible. Don't hesitate to contact us if you have any questions or want more information about payment methods. If you pay your bills after the due date, you'll have to pay an additional charge of 1.5% per month or the maximum fee allowed legally, whichever is lower. OmniSuite reserves the right to revoke permission to use an alternate payment method at any time for any reason. Please note that we hold the right to utilize any outstanding fees that you owe us and apply them to any credit present in any account that is under your control. This action will be taken in compliance with the law. As our valued customer, you are liable to cover any costs we may incur as we seek to collect any outstanding fees owed to us, including legal and collection agency fees and expenses.

1.4. To cancel and avoid being charged for the renewal of your OmniSuite service, reach out to us at least ten days prior to your next billing date. It's important to take this proactive step and not leave it until the last minute. We're here to help you manage your subscription with ease, so don't hesitate to get in touch with us. We're committed to providing you with the best service possible. You can call or text us at (773) 747-3066 or simply email us at info@TheOmniSuite.com. We are always here to assist you. We reserve the right to issue refunds at our discretion.