Policy for service termination

Cocoa Village Publishing Policy for service termination.

How termination effects payments:

After receipt of written termination (not email) with appropriate advance notice (at least two weeks for recurring services), service fees paid in advance by the Customer will be prorated and remitted to the Customer in a reasonable time after the termination. For example; Bob pays for a year of dialup and after two months and needs to switch to cable modem. The discount for the quarterly rate would be subtracted from the amount paid for annual and the remainder would either be credited towards other services or refunded. If Bob had given a few weeks advance notice during the first part of the second month it would have been two months. If Cathy pays for a year of e-commerce, but closes her business and sends written termination two weeks prior to four months, the discount quarterly rate, on monthly rate, Quick SSL certificate setup fee, and office setup fee would be subtracted from the annual payment and the remainder credited or refunded.

For termination due to changes in requirements we prefer to work with the Customer and apply advanced payments to other services to keep the discount rate effective.

If the services are terminated by Customer prior to payment for partial or completed services performed before receipt of written termination notice, the Customer is responsible to reimburse for the works and they are not considered property of customer until the Company is reasonably reimbursed by Customer.

For recurring services purchased by credit card and discounted for agreement for term of service longer than one month, like web site hosting, the last charged transaction may include adjustments for prorating over a different period than originally agreed to.

Why termination

- **Termination of product purchases**
- **Termination due to changing requirements**
- **Termination by Customer**
- **Termination due to situation**
- **Termination due to usage**
- **Termination due to non payment of subscription**

Termination of purchase of products:

A situation may arise that products were purchased, like a printed book, and Customer requests to return. This situation is comes under our product refund policy [1].

Services like Internet Access, web site hosting, book layout, and web site publishing are not considered products and are covered under termination policy. The purchase of physical goods or intellectual goods presented as products are considered as products and are covered under our product refund policy [1].

Termination due to changing requirements:

A situation may arise that will cause termination of a service or account. Changes in technology, economics, and requirements may negate a service.   A good example of this is that a Customer using dialup Internet Access may need better connectivity.

We ask if this is the case that the Customer work with the Company to see if Company can provide a viable solution to meet the changing requirements. If so the Company if feasible will credit advance payments towards the solution.

Termination by customer:

The Customer may decide to terminate for confidential reasons, however written notification is required. We would prefer a written reason explaining why, but this is not necessary if it conflicts with privacy. Also, if the customer elects to terminate we need written notification in adequate time to cancel the service; two weeks advance notice before end of month..

Termination due to situation:

We also reserve the right to terminate with written notice any account for convenience or dissatisfaction. An example of this may be the costs of providing a service becomes uneconomical or if the relationship between Customer and Company becomes confrontational. We will make reasonable efforts to provide suggestions of alternative solutions and a reasonable explanation in a timely manner in this situation. This policy is in well within the scope of the "terms and conditions [2]" for our services.

Termination due to usage:

Non compliance with laws [3] and unacceptable use [4] of Company services by Customer may cause termination of a service or account.

Termination due to non payment of subscription:

In the past it has become a concern that some customers are consistently behind on their payments which could cascade. If you are behind because of a hardship, (we all have them at some point in time) please contact us so that we can make some sort of arrangements so that your service does not become terminated.

When we do not receive communication about the payments past due it causes concern. Because of this, the decision has been made that we reserve the right to terminate any account that is more than three weeks past due when that customer has not contacted us to make payment arrangements. This policy is in well within the scope of the "terms and conditions [2]" for our services. In practice we do try to make allowances.

To reconnect an account that has been terminated will incur appropriate labor setup fees and pricing at current prices.

Resellers who are terminated will forfeit special discounting of our price rates and will incur appropriate labor setup fees and pricing at current prices for services.

If a customer is terminated a second time for non-payment that customer will be encouraged to take their account to another provider.

We are asking is that if a bill can't be paid on time that the customer work with us on it.

Generalized Terms and Conditions for Services

Please refer to specific terms and conditions for a specific service.

1. <u>Contract term and renewal</u>. The term of the contract created by this proposal is by the payment period for the subscription services. Prices are subject to change upon renewal

2. <u>Termination</u>. After the non subscription service fees (like authoring documents, setup, or other labor specific to customer) are paid, the contract may be terminated for convenience by either party, upon written notice. The contract may be terminated by either party with written advance notice (two weeks for most recurring services). After termination date any service fees paid in advance by the Customer will be prorated and remitted to the remitted to the Customer in three weeks or sooner. If the services are terminated by Customer prior to payment for partial or completed services performed before receipt of written termination notice, the works created by the services are not considered property of customer until the Company is reasonably reimbursed by Customer.

3. <u>Compliance with Laws</u>. Customer agrees to abide by, and comply with, all Federal, State and local laws. Cocoa Village Publishing, Inc. is not responsible for the content of the Customer's

information, and reserves the right to terminate this contract if the Customer's actions or information content is questioned by Federal, State or local laws.

4. <u>Acceptable Use Policy</u>. An acceptable use policy is part of these terms and conditions to protect our customers from the proliferation of abusive electronic mail and practices generated by a minority of the Internet users. The attachment with the description of the acceptable use policy is posted on our [website](http://www.cocoavillagepublishing.com/us/policies/aup/) [5] and the attachment is part of these terms and conditions.

5. <u>Mail Abuse Protection</u>. The Company reserves the right to use mail abuse protection system to protect our customers.

6. <u>Severability</u>. Should any provision of this contract be found invalid or unenforceable, it shall not affect the other provisions thereof. This contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7. <u>Entire Agreement</u>. This contract represents the entire agreement between the two parties concerning the express subject matter hereof. No addition, alteration or moderation hereto and no waiver of any provision hereof shall be valid unless made in writing and executed by both parties. The headings of the paragraphs herein are for convenience only and shall not be used to limit or construe the content thereof. All of the terms, covenants, warranties and representations contained herein shall be binding upon both parties, their heirs and successors.

Source URL: https://cocoavillagepublishing.com/us/policies/termination/index.html

Links
[1] http://www.cocoavillagepublishing.com/us/policies/refund/
[2] http://www.cocoavillagepublishing.com/us/policies/termination/#termination
[3] http://www.cocoavillagepublishing.com/us/policies/termination/#compliance
[4] http://www.cocoavillagepublishing.com/us/policies/termination/#aup
[5] http://www.cocoavillagepublishing.com/us/policies/aup/