



## LEGAL TERMS & AGREEMENTS

The services that Thinking2, Inc. provides to you are subject to the following Terms and Conditions. Thinking2, Inc. reserves the right to update the Terms and Conditions at any time without notice to you. The most current version of the Terms and Conditions can be reviewed at <http://www.thinking2.com/legal/terms.asp>.

### Terms of Use

By using or accessing this site you agree to abide by its Terms and Conditions.

### Terms of Agreement

By purchasing any service provided by Thinking2, Inc., you agree that we may disclose your information to third-party associates used to provide and obtain the services to reach the desired outcome. These third-parties may use this information to either contact you or may use/share it in order to cooperate with proper payment verification guidelines and government agencies. In using Thinking2, Inc. Online Payment Service, you agree to abide by our website Terms of Use.

### Hosting Terms and Conditions

By using T2 Hosting Services you agree to abide by [Thinking2 Hosting Terms and Conditions](http://www.thinking2.com/legal/hosting-terms.asp) found at <http://www.thinking2.com/legal/hosting-terms.asp>.

### CMS Service Use Policy

Thinking2 has created a proprietary CMS system that is only available from Thinking2, Inc. on Thinking2 servers and is the sole property of Thinking2, Inc. Clients that use the Thinking2 CMS to update and manage their site must agree to the following terms. All Clients and their permitted Users should be familiar with these terms.

The Thinking2 CMS is a leased service offered by Thinking2 to its clients. By using the Thinking2 CMS you agree to abide by the [CMS Service Use Policy](http://www.thinking2.com/legal/hosting-terms.asp) as described in the [Thinking2 Hosting Terms & Conditions](http://www.thinking2.com/legal/hosting-terms.asp) found at <http://www.thinking2.com/legal/hosting-terms.asp>.

### Payments

Payments may be made in the form of Cash, Certified Check/Money Order, Personal/Business Checks, Mastercard or Visa.

Thinking2 may require a deposit and signed proposal for proposed work prior to commencing project. Contracts that are ongoing more than 30 days will be billed as outlined in the proposal, either along project milestones or on a monthly basis.

Payments made via credit card will abide by Refund Policies as outlined below. Refunds will be given as defined in the Refund Policies. Payments made via credit card will be subject these Terms & Agreements, as well as with the current Hosting Terms & Conditions found online at <http://www.thinking2.com/legal/terms.asp> if applicable.

### Overdue Accounts

Accounts past due more than net 30 (thirty) will incur a \$25.00 or 1.5% interest charge (whichever is greater). Statements will be sent to clients with these additional fees added to the total account balance. **Should a client remit payment for an account that is overdue and not include the late fees with payment, the invoice will remain open and late fees will continue to accrue of at least \$25 per month, until the account is current.**

In the event that payment is not received within sixty (60) days of the date of invoice, the account will be suspended and web and email services will be halted. The site may be removed at any time due to non-payment of services rendered. Reinstatement requires a \$75 reinstatement fee.

Thinking2 reserves the right to require full up-front payment before any new work may be done for accounts with a prior history of being consistently overdue.

Unpaid invoices may be tendered to a collections agent which shall result in further and additional fees to the principal sum due and owing to Thinking2, Inc., including but not limited to collection fees, penalties, interest and other amounts collectable pursuant to the terms hereof.



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Please review [Thinking2 Hosting Terms & Conditions](http://www.thinking2.com/legal/hosting-terms.asp) found at <http://www.thinking2.com/legal/hosting-terms.asp>. as these services are pre-paid and are required to be paid in full prior to service renewal dates. Failure to do so will result in suspended services and a reinstatement fee.

### Returned Check Policy

Payments made by check to Thinking2, Inc. that are not honored by the bank will incur a returned check fee of \$25. The payment will be reversed from the appropriate account when a check is returned by the bank.

Returned check reimbursement payments must be in the form of cash, cashier's check, certified check or money order.

### Online Payment Service

Using our Online Payment Service hereby authorizes us to process your payment through our chosen payment processor in order to debit the approved funds needed to purchase the desired services. All online payments are subject to standard approval methods which include but are not limited to credit card approval and billing address verification. We are not responsible for incidental banking errors or instances on behalf of our payment processors, your banking institution, or any other third party.

Thinking2, Inc. does not sell products which would be shipped and/or delivered. Occasionally we may ship items for review in the case that there may be a problem in delivering them via the internet. This service is generally not chargeable, but sometimes reimbursement over expenses for shipment of items may be requested.

### *Refunds and Exchanges*

You agree to, and understand, the Refund and Exchange Policies of Thinking2, Inc., whether written or otherwise.

### *Transfers and Exchanges*

We offer transfers or exchanges on services not yet rendered. We are unable to transfer or exchange any service already rendered. The transfer or exchange is subject to any service or administrative fees assessed per your contract. Any such fees will be determined and deducted before the transfer or exchange takes place. Transfers or exchanges may be provided if the service has not yet been rendered.

### *Refunds*

Refunds are not provided on service and administrative fees. Refunds may be provided for non-functioning web solutions where as the completion of the solution is deemed inoperable, and we are unable to repair the problem.

### Services

The services we provide are principally web related which requires that we are available to work in a timely manner. Refunds are not available for any service rendered. Refunds will not be provided for situations beyond our control including "Acts of God" or requests for services that are outside the scope of our contract/service agreement. Here are some examples, those listed are not all inclusive and other situations not listed may fall in the scope of this disclaimer: Design or development requiring extensive modifications such as the addition of webpages or scripts, upgrades to software not originally developed by Thinking2, Inc.; Custom Web Design projects where the Client is unprepared to deliver appropriate content (appropriate images files, fonts, logos, etc.) or where support personnel (outside of Thinking2, Inc.) is unavailable; and service requests that are unrealistic or complimentary such as the design of a Macromedia Flash website where the original agreement includes HTML only (as determined by Thinking2, Inc.). These are only examples and are not limited to such situations.

### Privacy Policy

#### *What information Thinking2, Inc. is collecting*

In order to complete your transaction whenever you purchase a service from Thinking2, Inc. we must obtain the necessary information needed to do so. The information may include (but is not limited to) your name, address, telephone number, date of birth, driver's license number, e-mail address, gender, age, preferences, and/or income. If you use a credit or debit card or if you pay by check, this information will include your account number and other pertinent information.



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Additional information may be needed in order to complete some transactions. We also may obtain information concerning the specific services you purchase or use during your exchanges with us. The information provided may be used to contact you in regards to information about our site or services that may directly affect you.

Information is also gathered on how the site is being utilized and navigated by the users. We do this through the use of cookies, a small text file placed on your computer when you visit a website. This information does not include personal data, so it does not identify you or any other customer. This information may be shared with our affiliates.

### *What we do with the information we collect*

The information collected may be used to:

- Complete purchases and transactions.
- Provide requested service.
- Provide information to about services purchased.
- Improve our package selections, customer service, and overall website experience.

### Secure Ordering

Thinking2, Inc. provides you with a safe and secure credit card processing system. We use Secure Socket Layering (SSL), the industry-standard encryption technology that ensures safe Internet transmission of your personal information. When the letters "http" in the URL change to "https," the "s" indicates you are in a secure area employing SSL; also, your browser may give you a pop-up message that you're about to enter a secure area.

For those that do not wish to make an online payment we also receive payments via snail mail.

### External Links

In providing you great information and services we occasionally use links to other sites. While we try our best to monitor all posts and links to outside providers we cannot be responsible for the privacy practices or the content of websites other than our own.

### Site Security

Users are prohibited from violating or attempting to violate the security of this Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from thinking2.com on this Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).