

SMACKDAB INC. OFFICIAL POLICY

# BILLING POLICIES

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**SMACKDAB INC. BILLING POLICIES** Effective Date: April 26, 2025 Last Updated: November 1, 2025

**Version:**

2.3 Document Location: <https://smackdab.ai/legal/billing-policies>

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## 1. ACCEPTANCE AND SCOPE

**1.1. Binding Agreement.** Usage of Smackdab Inc. ("Smackdab," "we," "us," or "our") products and services constitutes acceptance of these Smackdab Billing Policies ("Billing Policies") by the customer ("Customer," "you," "your"). All Customers must comply with these Billing Policies. By continuing to use Smackdab's services after the Effective Date, you expressly acknowledge you have read, understood, and agree to be bound by these Billing Policies.

**1.2. Coverage.** These Billing Policies apply to all Smackdab Services, including subscriptions to our software platform, professional services, and any usage-based charges, unless explicitly superseded by a separate written agreement signed by both Smackdab and the Customer.

**1.3. Incorporation by Reference.** These Billing Policies are incorporated by reference into the Smackdab Inc. Terms of Service ("TOS") available at [smackdab.ai/legal/terms-of-service](https://smackdab.ai/legal/terms-of-service). Capitalized terms used but not defined herein have the meanings given in the TOS.

**1.4. Special Note Regarding Signed Contracts and Hierarchy.** If you entered into a separate signed contract for your Services (e.g., an annual contract with specific payment terms), please review your contract for specific terms relating to your obligations. In the event of a conflict between the terms of your signed contract (Order Form) and these Billing Policies, the signed contract will prevail for the subject matter covered therein, in accordance with the document hierarchy set forth in TOS Section 15.7. For all other conflicts involving billing or payment terms and any other Smackdab document (including conflicts between Billing Policies and API Terms, Beta Terms, or other policies), the document hierarchy in TOS Section 15.7 shall determine precedence.

**1.5. Electronic Signature and Records Compliance.** These Billing Policies and Customer's acceptance through continued use, electronic click-through, or signature constitute an electronic record and electronic signature under the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), the Uniform Electronic Transactions Act ("UETA"), and similar state electronic transaction laws. Customer expressly consents to the use of electronic records and electronic signatures for all transactions with Smackdab, including these Billing Policies, Order Forms, invoices, and payment authorizations.

**1.6. Electronic Communications Consent.** By using the Services, Customer consents to receive electronically all communications, agreements, disclosures, notices, and statements (collectively, "Communications") that Smackdab provides in connection with Customer's account and the Services. Smackdab may provide these Communications to Customer by posting them on the Smackdab website, sending them via email to the email address on record, or through in-app notifications. Customer's consent to receive Communications electronically is valid until Customer revokes it by notifying Smackdab at [legal@smackdab.ai](mailto:legal@smackdab.ai).

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## 2. GENERAL BILLING PRINCIPLES

**2.1. Prepayment.** Unless otherwise agreed in writing or specified in an Order Form, all accounts are set up on a prepaid basis. Payment must be received by Smackdab before any billable product or Service is provided or activated.

**2.2. Payment Method on File.** Customers are required to maintain a valid credit/debit card or other approved automated payment method ("Payment Method") on file for charging recurring subscription Fees and any applicable usage-based fees (e.g., communication service usage, overages).

**2.3. Billing Basis.** Subscription billing is based on the availability of products and Services purchased (e.g., user seats, feature tiers), not based on actual usage, unless specifically designated as usage-based fees in an Order Form or applicable service description (e.g., Smackdab Pay fees, communication service usage).

**2.4. Fees During Suspension/Disruption.** Monthly or periodic subscription Fees will continue to accrue even if an account is disabled or suspended due to a breach of the TOS or these Billing Policies (including for delinquent accounts), regardless of the availability or usability of the Services during such suspension.

**2.5. Accurate Information.** Customers are responsible for keeping all Payment Method details (including billing address, card number, expiration date) and contact information current. Updates can typically be made online through your Smackdab account portal or by contacting support. Failure to maintain accurate information may result in suspension or termination.

**2.6. Auto-Billing.** All recurring subscriptions and charges are automatically invoiced (if applicable) and charged to the Payment Method on file at the beginning of each Billing Period.

**2.7. Payment Receipts.** Payment receipts are typically available within your Smackdab account portal or can be provided upon request to [billing@smackdab.ai](mailto:billing@smackdab.ai).

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## 3. BILLING CYCLE AND DELINQUENCY

**3.1. Billing Cycle Date.** Your Billing Period typically begins on the day of the month you initially purchased your subscription, unless otherwise specified in your Order Form (e.g., first of the month). Charges are processed on or around this date for each Billing Period (e.g., monthly, annually).

**3.2. Late Payments.** Any payment not successfully processed by its due date is considered past due.

**3.3. Late Fee.** Accounts with payments that are fifteen (15) days past due may be assessed a Late Fee equal to the greater of:

(i) \$30.00 or

(ii) 1.5% per month of the outstanding balance (calculated as simple interest, not compounding), up to the maximum amount permitted by applicable law. See Section 4.1 for detailed calculation methodology and examples.

**3.4. Suspension for Delinquency.** If any payment is thirty (30) days past due, Smackdab may suspend your access to the Services without further notice until the outstanding balance, including any accrued fees and interest, is paid in full. During suspension, all access will be blocked, and Service data may be unavailable. Subscription fees continue to accrue during suspension.

**3.5. Cancellation for Non-Payment (Deactivation).** If an account remains delinquent for sixty (60) days, Smackdab may, in its sole discretion, cancel the account and terminate the TOS due to non-payment.

**3.6. Data Retention Post-Cancellation.** Upon cancellation for non-payment, Customer will have a thirty (30)-day Data Retrieval Period to export its data, as specified in TOS §9.5(d). Following the Data Retrieval Period, Smackdab will delete Customer Data according to the following timeline:

- Production deletion: within thirty (30) days after the Data Retrieval Period ends - Backup deletion: no later than ninety (90) days after production deletion - Total maximum retention: one hundred eighty (180) days from the end of the Data Retrieval Period

**For Beta or preview Services:** Customer Data may be deleted **at any time without notice**, and the Data Retrieval Period and deletion timeline above **do not apply**. See Beta/Early Access Terms Section 11.6 for complete details. After the Data Retrieval Period expires, data will not be recoverable. It is Customer's responsibility to export data prior to cancellation or during the 30-day Data Retrieval Period. For Personal Data deletion timelines, refer to TOS §9.5 and DPA §9, which control.

**3.7. Billing Record Portability.** Prior to account termination or during the data retention period following cancellation, Customer may request a complete export of its billing history and transaction records in a machine-readable format (e.g., CSV, Excel, or PDF) by contacting [billing@smackdab.ai](mailto:billing@smackdab.ai). Smackdab will provide such export within fifteen (15) business days of receiving the request. After the data retention period, billing history may be provided in limited form, if available, and may be subject to a reasonable administrative fee.

**3.8. Collections.** Accounts cancelled for non-payment with an outstanding balance will be submitted to a third-party collection agency. Customer will be liable for the outstanding balance plus any applicable Collections Fees and interest (see Section 4).

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## 4. FEES AND CHARGES

The following fees may be assessed in addition to standard subscription and usage fees:

**4.1. Late Fee(Simple, Non-Compounding Interest).**A late fee of \$30.00 or 1.5% per month of the outstanding balance (whichever is greater) may be assessed for any payment that is fifteen (15) days past due, up to the maximum amount permitted by applicable law. **Late fees are calculated as simple interest and do not compound.** This means the 1.5% monthly fee is calculated only on the original principal overdue amount, not on the principal plus previously accrued late fees or interest.

Example of Simple (Non-Compounding) Calculation: Scenario: A customer has an unpaid invoice for \$5,000, due on January 1. Payment is not made until March 15 (73 days late). - Month 1 (January 16 – February 15): Late fee = \$5,000 × 1.5% = \$75.00 - Month 2 (February 16 – March 15): Late fee = \$5,000 × 1.5% = \$75.00 (calculated on the original \$5,000, NOT on \$5,000 + \$75 accrued fees) - Total late fees for 2 months: \$75 + \$75 = \$150.00 - Total amount due: \$5,000 (principal) + \$150 (late fees) = \$5,150.00 Note: If the calculation resulted in a fee lower than \$30 in any month, the minimum \$30 fee would apply instead (whichever is greater). Additional clarification: Late fees and interest charges (per Section 4.5 below) are separate and both may apply to a delinquent account. However, all such charges are calculated as simple interest per this section and Section 4.5, not compounded.

**4.2. Chargeback Fee.** If you initiate a chargeback with your bank or card issuer for a fee properly charged by Smackdab under the TOS or these Billing Policies, a processing fee of \$50.00 may be assessed per chargeback incident to cover administrative costs. This is in addition to the original amount owed. (See also Section 8: Billing Disputes).

**4.3. Returned Payment Fee.** A fee of \$30.00 may be assessed for each payment returned due to insufficient funds (NSF), closed accounts, or similar reasons (e.g., returned checks, failed ACH debits).

**4.4. Collections Fee.** If an account is submitted to a third-party collection agency, a fee equal to 20% of the outstanding balance, or the maximum permitted by law, may be added to the amount owed. This is in addition to other accrued fees and interest.

**4.5. Interest (Simple, Non-Compounding).** Any charges not paid when due are subject to interest at a rate equal to the lesser of:

(i) 1.5% per month (calculated as simple interest, not compounding); or

(ii) the maximum interest rate allowed by applicable law. Interest accrues monthly from the due date until the full balance is paid in full. **Simple interest means the 1.5% rate applies only to the original principal balance, not to principal plus accrued interest or late fees.** Interest and late fees (Section 4.1) are separate charges and both may apply simultaneously to delinquent accounts, but each is calculated independently using simple (non-compounding) methodology.

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## 5. PROFESSIONAL SERVICES AND OTHER FEES

**5.1. Professional Services.** Fees for Professional Services (e.g., implementation, training, consulting) purchased from Smackdab are **non-refundable**, except as expressly provided in the applicable Statement of Work, Order Form, or the TOS. Professional Services must be used within the timeframe specified at the time of purchase or as defined in the applicable SOW or Order Form. Unless otherwise

stated, Professional Services must generally be commenced within sixty (60) days of purchase and completed within ninety (90) days of commencement. In the event of cancellation by Customer, Smackdab will not prorate or refund any portion of unused Service fees, and any outstanding balance for agreed-upon services remains due, unless Customer's cancellation is due to Smackdab's uncured material breach.

**5.2. Third-Party Product Fees.** If Smackdab collects fees on behalf of third-party providers (e.g., for certain integrations or marketplace apps), such fees are non-refundable and subject to the terms of the third-party provider. Refunds for third-party fees are governed by the applicable third-party's terms, not these Billing Policies.

**5.3. Smackdab Pay Fees.** Fees associated with the use of Smackdab Pay are governed by the Smackdab Pay Processing Agreement [smackdab.ai/legal/pay-processing-agreement](https://smackdab.ai/legal/pay-processing-agreement) and the applicable fee schedule. These fees are typically deducted from transaction settlements but may be collected via the Payment Method on file if settlements are insufficient.

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## 6. PAYMENT METHODS

**6.1. Accepted Payment Methods.** Smackdab accepts payments via credit/debit card, including: Visa, MasterCard, American Express, and Discover. Other payment methods (e.g., ACH debit) may be permitted only upon written agreement with Smackdab or as offered during checkout for specific plans or contract types.

**6.2. Currency.** All fees are quoted and payable in United States Dollars (USD) unless otherwise specified in an Order Form. For international Customers permitted to pay in currencies other than USD, Customer acknowledges that it may be responsible for any applicable foreign exchange (FX) fees or currency conversion costs charged by its bank or payment processor.

**6.3. Payment Security.** Smackdab maintains compliance with the Payment Card Industry Data Security Standard (PCI DSS) for all payment processing activities. Customer credit card and payment information is processed and stored securely by our payment processors, not directly by Smackdab.

**6.4. Payment Authorization.** By providing payment information, Customer expressly authorizes Smackdab and its designated payment processors to:

**6.4.1.** Store and retain Customer's Payment Method information for future billing; **6.4.2.** Charge the designated Payment Method for all fees incurred in accordance with these Billing Policies and applicable Order Forms; **6.4.3.** Initiate debit or credit entries to Customer's designated bank account (for ACH or similar payment methods); **6.4.4.** Process any refunds or adjustments as necessary; **6.4.5.** Obtain updated payment information from Customer's financial institution (e.g., updated card expiration dates or account numbers); and **6.4.6.** Take such other actions as are reasonably necessary to carry out these authorizations.

This authorization remains valid until thirty (30) days after termination or expiration of Customer's subscription, to account for any trailing charges or adjustments. Any payment authorization may be revoked by Customer by providing written notice to Smackdab and paying all outstanding amounts due.

## 7. SUBSCRIPTION BILLING, AUTO-RENEWAL, AND CANCELLATION

**7.1. Subscription Billing.** Invoices (if applicable) are generated and payments are collected automatically in advance for each Billing Period (e.g., monthly, annually).

### 7.2. Automatic Renewal.

**7.2.1. Disclosure of Auto-Renewal Terms.** ALL SUBSCRIPTIONS TO SMACKDAB SERVICES AUTOMATICALLY RENEW UNTIL CANCELLED. Unless you cancel your subscription as described in Section 7, your subscription will automatically renew at the end of each Billing Period for an additional Billing Period of the same duration. If the renewal will include any changes to your subscription fees, Smackdab will provide notice of the new rates at least 30 days before the renewal date. You may cancel at any time before the renewal date to avoid charges for the next period.

**7.2.2. Authorization for Auto-Renewal.** By subscribing to the Services, you expressly acknowledge and agree that:

(a) Smackdab is authorized to charge you automatically at the beginning of each Billing Period until you cancel; (b) your subscription will automatically renew for successive periods of the same duration as your initial Billing Period; and (c) the amount charged may change if subscription fees have increased or if you upgrade/downgrade your plan, and you authorize Smackdab to charge your Payment Method for the new amount.

**7.2.3. Renewal Notifications.** For subscriptions with an initial Billing Period of twelve (12) months or longer, Smackdab will send a renewal reminder notification to your email address on file at least thirty (30) days (or longer if required by applicable law) before your subscription renews. For monthly subscriptions, you can view your next renewal date at any time in your account settings.

**7.2.4. Notification Methods.** Smackdab will communicate all billing-related notices and information through one or more of the following methods:

- Email to the billing contact email address on file;
- In-app notifications or messages within the Service interface;
- SMS text messages (only if you have opted in to receive such messages);
- Physical mail to the billing address on file (for specific formal notices only).

It is your responsibility to ensure that your contact information remains current to receive these important communications.

**7.3. Cancellation Notice.** To cancel a Smackdab subscription and avoid charges for the next Billing Period, Customers must submit a cancellation request at least thirty (30) days prior to their next scheduled billing date.

### 7.4. Cancellation Process.

**7.4.1. Initiation.** A cancellation request must be initiated through the designated method: via the account portal or by contacting support via support@smackdab.ai. **EMAIL REQUESTS MAY NOT BE ACCEPTED AS FORMAL CANCELLATION NOTICES.** Customers are encouraged to keep records of cancellation communications.

**7.4.2. Effect.** Simply canceling the Payment Method associated with the account (e.g., canceling a credit card) **DOES NOT** cancel the Smackdab subscription or relieve payment obligations. Smackdab will continue billing attempts, and the account may become delinquent and subject to collections.

**7.4.3. Finalization.** Cancellation may require confirmation with a Smackdab representative or completion of an online process. The cancellation will take effect at the end of the current, fully paid Billing Period.

**7.4.4. Confirmation.** Upon processing your cancellation request, Smackdab will send a cancellation confirmation to your email address on file. If you do not receive such confirmation within three (3) business days of your cancellation request, please contact billing@smackdab.ai.

**7.5. No Prorating or Refunds.** Smackdab will **NOT** prorate unused portions of subscription periods upon cancellation. All subscription fees paid are **NON-REFUNDABLE**. Access to the Services will typically continue through the end of the final paid Billing Period.

**7.6. Outstanding Balances.** Cancellation does not dismiss any outstanding invoices or previously agreed charges (e.g., installment payments for annual contracts or professional services). Any outstanding balance must be settled at the time of cancellation. Failure to settle may result in submission to collections.

**7.7. Account Reinstatement After Suspension.** If your account has been suspended due to non-payment or other breach of these Billing Policies, Smackdab may, in its sole discretion, allow reinstatement upon payment of: (a) all past due amounts; (b) applicable late fees and interest; and (c) a reinstatement fee of \$50.00. Reinstatement is not guaranteed, and Smackdab reserves the right to require a new subscription at current rates.

#### **7.8. Mid-cycle Changes and Add-ons.**

**7.8.1. Adding Features or Users.** If you add features, increase user counts, or otherwise upgrade your subscription mid-Billing Period, the additional charges will be prorated for the remainder of the current Billing Period and charged immediately.

**7.8.2. Add-on Services.** Add-on services (such as additional storage, premium features, or usage-based services) may be added at any time and will be billed according to their specific terms as outlined in the applicable Order Form or feature description. Some add-ons may be billed separately from the base subscription.

**7.8.3. Removal of Add-ons.** Removal of optional add-on services may be processed immediately or at the end of the current Billing Period, depending on the specific add-on. No refunds or credits will be issued for unused portions of prepaid add-on services.

## 8. BILLING DISPUTES

**8.1. Requirement to Contact Smackdab First.** Before disputing any charge with your bank or credit/debit card company (initiating a chargeback), you agree to first contact Smackdab Billing Support at [billing@smackdab.ai](mailto:billing@smackdab.ai) and allow Smackdab at least thirty (30) days to investigate and attempt to resolve the issue.

**8.2. Premature Chargebacks.** If Smackdab receives a chargeback from your bank or card company regarding a charge you have not first attempted to resolve with Smackdab as required above, Smackdab reserves the right to:

- Assess the Chargeback Fee (see Section 4.2).
- Charge you for administrative time spent responding to the chargeback.
- Suspend your account immediately until the matter, including payment of the original charge and any associated fees, is resolved.

**8.3. Collection Rights.** Regardless of the outcome of a chargeback investigation by the bank or card issuer, Smackdab retains the right to collect any amounts legitimately owed for Services rendered or fees incurred under the TOS and these Billing Policies. Unresolved disputed amounts may be submitted to collections.

**8.4. Billing Dispute Process.** To initiate a good faith dispute regarding any billing matter, Customer must:

**8.4.1.** Submit written notice to [billing@smackdab.ai](mailto:billing@smackdab.ai) within thirty (30) days of the invoice date; **8.4.2.** Clearly identify the disputed amount and the specific reason for the dispute; **8.4.3.** Provide any relevant documentation supporting the dispute; **8.4.4.** Continue to pay any undisputed portion of the invoice by the due date.

Smackdab will respond to billing disputes within ten (10) business days and work in good faith to resolve legitimate disputes promptly.

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## 9. REFUND POLICY AND SERVICE LEVEL CREDITS

**9.1. Non-Refundable Policy (General Rule).** Except as expressly stated in Section 9.2 below or otherwise required by applicable law, all fees related to the Services (including subscription fees, Professional Service fees, and usage-based fees) are **non-refundable**.

**9.2. Eligible Refund Circumstances (Exceptions).** You may be entitled to a refund only in the following circumstances:

(a) **Smackdab's Uncured Material Breach.** Smackdab materially breaches this Agreement or the TOS and fails to cure such breach within thirty (30) days of written notice.

In such case, you may receive a pro-rata refund of prepaid, unused Fees for the remainder of the then-current Subscription Term (see TOS § 9.6 for additional details and timing requirements). (b) **Billing Errors.**

A billing error was made and Smackdab charged you incorrectly.

Overcharges are not discretionary and will be corrected promptly upon verification.

Correction of billing errors does not constitute a waiver of the general non-refund policy; it is a correction of an erroneous charge (see Section 9.3 below). (c) **Material Adverse Change to Services.** The TOS expressly provides for a refund in the event of a material adverse change to the Services made by Smackdab (e.g., Section 15.16(b) of the TOS regarding modifications, or IP infringement as described in TOS § 12.2). (d) **Legally Required Refund.** Applicable law requires a refund (e.g., consumer protection statutes, statutory cooling-off periods, regulatory requirements, or other mandatory provisions that supersede contractual non-refund terms).

Refund requests should be submitted to [billing@smackdab.ai](mailto:billing@smackdab.ai) with supporting documentation.

For a complete list of refund exceptions and circumstances, refer to TOS Section 4.1, Section 9.6 (termination exceptions), and other applicable sections.

In the event of any conflict between these Billing Policies and the TOS or any other document, the document hierarchy set forth in TOS Section 15.7 shall determine precedence.

For refund matters specifically, the TOS (particularly Sections 4.1 and 9.6) shall prevail over conflicting provisions in Billing Policies, consistent with the master hierarchy.

**9.3. Erroneous Charges.** If a billing error has occurred and Customer has been overcharged, Smackdab will issue a credit or refund for the overcharged amount. Overcharges are not discretionary and will be corrected promptly upon verification. Correction of billing errors does not constitute a waiver of the general non-refund policy; it is a correction of an erroneous charge.

**9.4. Order Errors.** If you believe you have been charged in error or for something you did not order, you must contact Smackdab within thirty (30) days of the charge by emailing [billing@smackdab.ai](mailto:billing@smackdab.ai) with details of the alleged error.

**9.5.** Will be applied to future invoices only and have no cash value; **9.4.2.** Will expire twelve (12) months from the date of issuance if not used; **9.4.3.** Cannot be transferred, sold, or exchanged; **9.4.4.** Do not entitle you to any refund or other payment from Smackdab; **9.4.5.** May only be used for the account for which they were issued; and **9.4.6.** Represent your sole and exclusive remedy for SLA violations.

**9.6. Data Retention During Billing Disputes.** If you have initiated a good faith billing dispute in accordance with Section 8.4, Smackdab will maintain a snapshot of your account data for the duration of the dispute resolution process, even if your account is otherwise subject to suspension or termination. Such data will be retained solely for dispute resolution purposes and will be deleted in accordance with Section 3.6 upon resolution of the dispute.

## 10. TAXES AND REGULATORY FEES

**10.1. Responsibility for Taxes.** All fees charged by Smackdab are exclusive of all taxes, levies, or duties imposed by taxing authorities ("Taxes"). Customer is responsible for all applicable Taxes, including but not limited to sales, use, value-added, excise, and withholding taxes, based on the location where the Services are provided and/or used.

**10.2. Tax Exemptions.** If Customer is legally exempt from certain Taxes, Customer must provide Smackdab with a valid tax exemption certificate or other appropriate documentation. Smackdab will apply the tax exemption to future charges after verification of the exemption.

**10.3. Tax Information.** Customer is responsible for providing accurate tax-related information, including but not limited to Customer's billing address, tax identification numbers, and business entity classification. Customer shall update such information promptly if it changes.

**10.4. International Transactions.** For Customers outside the United States, additional Taxes, customs duties, or fees may apply according to local laws. Customer is responsible for all such charges.

**10.5. Tax Documentation.** Smackdab may be required to report certain payment information to tax authorities (such as IRS Form 1099-K reporting for payment processing). Customer agrees to provide any information necessary for Smackdab to comply with these requirements.

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## 11. ACCOUNT UPGRADES AND DOWNGRADES

**11.1. Upgrades.** Customer may upgrade their subscription plan or add additional services at any time. Upgrades typically take effect immediately upon processing of payment. When upgrading:

**11.1.1.** The higher rate will be prorated based on the time remaining in the current Billing Period. **11.1.2.** Customer will be charged immediately for the prorated amount of the upgrade. **11.1.3.** Subsequent recurring charges will reflect the higher rate.

**11.2. Downgrades.** Customer may downgrade their subscription plan only at the end of the current Billing Period. To downgrade:

**11.2.1.** Customer must provide notice of intent to downgrade at least thirty (30) days before the end of the current Billing Period. **11.2.2.** The downgrade will take effect at the start of the next Billing Period. **11.2.3.** No refunds or credits will be issued for unused portions of the current Billing Period. **11.2.4.** Downgrading may result in loss of features, capacity, or data.

**11.3. Annual to Monthly Conversion.** Customers on annual billing cycles who wish to convert to monthly billing may do so only at the end of their annual Billing Period, and the monthly rate may be higher than the prorated annual rate.

**11.4. Custom Billing Arrangements.**

**11.4.1. Enterprise Customers.** For enterprise customers with special needs or high-volume usage, Smackdab may, in its sole discretion, offer custom billing arrangements that deviate from the standard terms in these Billing Policies. Such arrangements must be explicitly documented in a signed Order Form or separate written agreement.

**11.4.2. Consolidated Billing.** Customers with multiple legal entities or business units using the Services may request consolidated billing under a single account with separate allocation of costs. Such arrangements must be approved in writing by Smackdab and may be subject to additional administrative fees.

**11.4.3. Non-Standard Payment Methods.** Enterprise customers may request to pay via wire transfer, ACH, or corporate check instead of credit card payment. Such arrangements must be approved in advance by Smackdab and may require:

- Prepayment for longer periods (e.g., quarterly or annually);
- Minimum subscription commitment amounts;
- Extended payment terms of net 30 days from invoice date;
- Additional administrative fees;
- Submission of purchase orders if required by Customer's internal processes.

**11.4.4. Special Invoicing Requirements.** Customers requiring custom invoicing (e.g., inclusion of purchase order numbers, cost center codes, or specific billing contact information) must submit such requirements in writing at least fifteen (15) business days before the start of the Billing Period. Additional fees may apply for custom invoicing.

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## 12. RECORD KEEPING AND AUDIT RIGHTS

**12.1. Record Retention.** Customer agrees to maintain complete and accurate records related to its use of the Services, including records of authorized users, payments, and compliance with usage limitations, for at least two (2) years.

**12.2. Audit Rights.** Smackdab reserves the right, upon reasonable notice, to audit Customer's use of the Services to verify compliance with this Agreement, including verification of user counts, usage levels, and proper calculation of fees. Such audits will be conducted during normal business hours and in a manner that does not unreasonably interfere with Customer's business operations.

**12.3. Cost of Audit.** If an audit reveals that Customer has underpaid fees by more than five percent (5%) of the amount properly due, Customer shall reimburse Smackdab for the reasonable costs of the audit, in addition to paying all underpaid amounts with applicable interest.

## 13. CHANGES TO BILLING POLICIES

**13.1. Modification Rights.** Smackdab reserves the right to modify these Billing Policies at any time. Material changes will be communicated to Customer via email or notification within the Service at least thirty (30) days before the changes take effect, unless a shorter notice period is required by law or regulatory requirements.

**13.2. Continued Use.** Customer's continued use of the Services after the effective date of any changes to these Billing Policies constitutes acceptance of such changes.

**13.3. Objection to Changes.** If Customer objects to any changes to these Billing Policies, Customer's sole remedy is to terminate its subscription in accordance with Section 7 before the changes take effect. In such case, the previous version of the Billing Policies will govern until the effective termination date.

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## 14. FORCE MAJEURE AND BILLING OBLIGATIONS

**14.1. Force Majeure Events.** Neither party shall be liable for any failure to perform its obligations under these Billing Policies (except for payment obligations) if such failure is due to a Force Majeure Event as defined in the TOS.

**14.2. Payment Obligations During Force Majeure.** Notwithstanding any Force Majeure Event, Customer remains obligated to pay for all Services rendered prior to the Force Majeure Event and for any Services that continue to be available during the Force Majeure Event. If a Force Majeure Event significantly impairs Smackdab's ability to provide the Services for a period exceeding thirty (30) consecutive days, Customer may request a service credit proportional to the duration and extent of the service impairment, which Smackdab shall evaluate in good faith based on objective criteria.

**14.3. Extended Force Majeure.** If a Force Majeure Event continues for a period of sixty (60) consecutive days or more, either party may terminate the Agreement upon written notice to the other party, subject to the payment of all outstanding fees and the data retrieval provisions in the TOS.

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## 15. DISPUTE RESOLUTION AND GOVERNING LAW

**15.1. Dispute Resolution.** Any dispute arising out of or relating to these Billing Policies shall be resolved in accordance with the dispute resolution provisions set forth in Section 14 of the TOS, including the binding arbitration provision and class action waiver contained therein.

**15.2. Governing Law.** These Billing Policies shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions, as specified in the TOS.

**15.3. Jurisdictional Variations.** Certain provisions of these Billing Policies may not be enforceable in some jurisdictions. To the extent any provision is unenforceable in a particular jurisdiction, such provision shall be

enforced to the maximum extent permitted by applicable law in that jurisdiction. The unenforceability of any provision in a particular jurisdiction shall not affect the enforceability of that provision in any other jurisdiction.

**15.4. International Customers.** For Customers located outside the United States, additional or different terms may apply as required by local law. Such terms will be specified in a country-specific addendum to these Billing Policies or in a separate agreement. In the absence of country-specific terms, these Billing Policies shall apply to the maximum extent permitted by applicable law.

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## 16. CONTACT AND FAQs

For questions about billing, please contact Smackdab Billing Support:

**Email:** [billing@smackdab.ai](mailto:billing@smackdab.ai) **Mai:** Smackdab Inc. Attn: Billing Department 372 Live Oak Ln Marco Island, FL 34145 United States

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