



*Retail: Billing Policy*

**January 1, 2012**

## *Table of Contents*

General Overview .....	2
Definitions .....	3
Implementation Fee .....	3
Monthly Subscription Fee.....	3
Professional Service Fee .....	3
De-Activation Fee .....	3
Billing Cycle.....	4
Billing Commencement .....	4
Billing Schedule. ....	4
Billing Submittal. ....	5
Point of Purchase. ....	5
Payments .....	5
Due Dates.....	5
Payment Types.....	5
Payment Errors. ....	6
Fees & Collection .....	7
Late Payments.....	7
Site Termination.....	7
Returned Checks. ....	7
Declined Credit Cards. ....	7
Billing Errors.....	7
Credits and Refunds .....	7
Credits.....	7
Refunds.....	7
Billing/Price Changes.....	8

## *General Overview*

CATERTRAX™ is committed to maintaining the highest level of integrity as it relates to our billing practices. The following Terms of Use constitute CATERTRAX's Billing Policy and applies to ALL Retail and Independent CATERTRAX customers.

To ensure timely and accurate billing, the Business Administration Office has the sole responsibility of preparing invoices for CATERTRAX services. These policies will ensure that the Business Administration Office can pursue collection of outstanding invoices, using the prescribed methods outlined by the state of New York.

In order for CATERTRAX to provide the best service possible, it is necessary that CATERTRAX billing policies and procedures, as outlined in this document, be understood and followed. If, after reading this, you have any questions, please refer them to our Accounting Department in the Business Administration Office at [accounting@CATERTRAX.com](mailto:accounting@CATERTRAX.com) or (585) 427-8190 Option 3.

## Definitions

*Implementation Fee* Initial, one-time fee includes:

- Establishment of standard CATERTRAX URL (yoursitename.CATERTRAX.com)
- Business rules interpretation and configuration to include...
- Menu configuration and data entry
- Basic graphics integration
- Final site review and pre-launch audit
- Web-based training for operations staff
- Web-based launch and 'Go-Live' assistance

*Monthly Subscription Fee* Recurring monthly fee for services:

- Standard hosting and maintenance
- Standard phone and e-mail support
- Standard upgrade management
- Standard back-up and data storage

*Professional Service Fee* One-time and/or recurring monthly fee for standard or custom services provided. Pricing and billing schedule will vary depending on services rendered. This will be accompanied by a statement of work.

*De-Activation Fee*

*Site Decommission* Permanent deletion of the selected modules of the CATERTRAX website including, but not limited to:

- Any/All customer records
- Any/All web page(s) layout(s) and design(s)
- Any/All menu information
- Any/All order history
- URL listed (ending with .CATERTRAX.com)

*Site Archive* Removal of site from public domain, but maintain access for data retrieval. No other person, or legal entity will have access to, or use of the CATERTRAX website and Hospitality 101, Inc. will take the following steps to archive the CATERTRAX website:

- Disable all public (customer end user and caterer user) access to the website listed above
- Disable all internal (company/administrative) access to the website listed above
- Create an archived version of the CATERTRAX website. (URL to be determined by Hospitality 101)
- Create ONE new user name and password for Administration access to the archived site
- There is a one-time fee from Hospitality 101, Inc. to process the steps as outlined above. Hospitality 101, Inc. will maintain this archived site for a period of no longer than seven (7) years. Any additional support or services will be billed at an hourly rate.

*Site Termination* Removal of entire site from public domain and removal of all user access. Hospitality 101 takes ownership of URL, site, and all data. Entire site is to be archived and kept intact so that site can be re-launched if customer brings their account balance current.

*Re-Activation Fee* A one-time re-activation fee from Hospitality 101 if a site needs to be re-instantiated to the public domain. This will be assessed on a case by case basis.

## *Billing Cycle*

*Billing Commencement* Billing periods commence on the date in which configuration of the site is initiated. At this time the first invoice will include the one-time implementation fee and the first monthly subscription fee.

*Billing Schedule* The first monthly subscription fee will be the prorated amount for the month in which billing commences. All future monthly subscription fees will recur on the first of each month thereafter. In the event of a decommission, you must notify the Business Administration Office thirty (30) days in advance. You will be responsible for the prorated amount for the month in which the decommission is

scheduled. If no notification is given, you will be responsible for the full amount of the full monthly subscription fee.

*Billing Submittal* All invoices will be submitted on the first of each month.

*Point of Purchase* All sales are final after thirty (30) days. If it is deemed that a product is no longer needed after the thirty day period has ended, the product will need to be decommissioned and billing for said product will be stopped. You will be responsible for all corresponding invoices. No site will have the option to “go on hold”. If the purchase is not needed for a period of time, a decommission or archive will be necessary. Otherwise, you will be responsible for all monthly subscription fees incurred during the period of inactivity.

## *Payments*

*Due Dates* All payments are due thirty (30) days from the invoice date.

*Payment Types* All payments are to be made in U.S. currency on or before the due date. All new sites must enroll in automatic clearing house (ACH) payments or credit card payment.

### *Automatic Clearing House Payment*

If you enroll in ACH payments, you authorize CaterTrax to automatically debit your account for the charges that apply to your account. These recurring charges will occur on the first day of each month. Recurring charges will be posted to the bank account provided until such time that you cancel your account. You are responsible for directly notifying CaterTrax of any changes to your account information (including, but not limited to bank, account number, or routing number).

### *Credit Card*

- Visa
- MasterCard
- American Express

If you enroll in credit card payment, you authorize CaterTrax to automatically charge your credit card for charges that apply to your account. These recurring charges will occur on the first day of each month. Recurring charges will be posted to your credit card until such time that you cancel your account. You are responsible for directly notifying CaterTrax of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status).

***Payment Errors*** All payments are to reflect the amount due as listed on statements received by CaterTrax. In the event that there is an error on a payment, CaterTrax Business Administration Office will notify you immediately. CaterTrax will not, under any circumstances return a payment.

***Underpayments*** The payment will be applied to all invoices specified on remittance. You will be notified of all invoices not covered by payment and will be responsible for including the remaining balance on the next payment. This includes, but is not limited to:

- **Partial payments of invoices**
- **Credits taken without corresponding invoice**
- **Credits taken when not issued by CaterTrax**

Please note any underpayment will be subject to finance charges.

***Overpayments*** The payment will be applied to all invoices specified on remittance. You will be notified of the overpayment. A refund of the remaining amount will be processed, unless there are invoices outstanding. In this case, the remaining amount will be applied to the open invoices and you will be notified of such actions. This includes, but is not limited to:

- **Duplicate payments**

## *Fees & Collection*

***Late Payments*** All payments must be received on or before the due date. If payment is received after the date due, you will be subject to a finance charge of 1.5%.

***Site Termination*** You will be notified in the event that your account becomes delinquent. After ninety (90) days, your site will be subject to termination unless payment terms are mutually agreed upon. Once the site has been terminated, the data will be saved for thirty (30) business days and will only be restored if a payment of 100% of account balance is received.

***Returned Checks*** You will be notified immediately in the event of a returned check. If CaterTrax incurs any banking fees as a result of the returned check, these fees will be levied on to you. Additionally, you will be responsible for any late fees incurred as a result of the returned check.

***Declined Credit Cards*** You will be notified immediately in the event that your credit card declines. Any merchant processing fees incurred by CATERTRAX will be levied on to you. Additionally, you will be responsible for any late fees incurred as a result of the declined credit card.

## *Billing Errors*

All billing errors must be brought the attention of the Business Administration Office within thirty (30) days of the date in which the invoice is received or you will waive your right to (in other words, you will not be eligible to receive) a refund or credit.

## *Credits and Refunds*

***Credits*** Any and all credits will be handled on a case by case basis. If a credit is granted, it will be applied in the in the next billing cycle of the specified site. No credit should be taken unless indicated by CATERTRAX Business Administration Office.

***Refunds*** Any and all refunds will be handled on a case by case basis. If a refund is requested you must contact CATERTRAX Business Administration Office.



## *Billing/Price Changes*

CaterTrax policies and prices are subject to change without notice. Any price changes will become effective immediately and will be reflected on future invoices.

It is the responsibility of you to notify CATERTRAX of any changes to the billing information including, but not limited to:

- Contact
- Address
- Purchase Order Number