

## 9G BACKUP™ Payment and Refund Policy

Last Revised: April 19, 2012

1. Cogitate's only accepted method of payment is a major credit card. The types of card we accept are listed in your Account.
2. You must prepay to use the 9G BACKUP™ data storage services. We will not activate or reactivate Accounts without receiving payment in advance.
3. All fees and renewal fees are due on or before the due date of the renewing Account. You can find the due date for your Account in your 9G BACKUP™ Console.
4. You must provide us with complete and correct Account sign up information. We reserve the right to not activate or deactivate accounts with questionable sign up details, as determined in our sole discretion.
5. We are not responsible for any losses or expenses incurred by you, due to actions taken by Cogitate in response to your non-payment for our services. This may include the loss of any data stored on our system.
6. **Upon sign up, Cogitate places each Account on automated, recurring billing.** By purchasing Cogitate services, you authorize Cogitate to place your Account on a recurring, automated payment plan. Your credit card will be billed automatically in accordance with the terms of the plan you select. For example, if you choose to pay on a monthly basis, then your credit card will be automatically billed each month.
7. You bear sole responsibility for knowing your payment due date and ensuring that you have enough funds in your credit card Account to pay for the service fees. We are not responsible for any charges you may incur as a result of insufficient funds or otherwise.
8. If Cogitate is unable to process a payment for your Account by its due date, Cogitate may immediately, and without any additional notice, suspend your Account by disabling service features in whole or in part. Your Account will remain suspended until Cogitate receives payment for its services. Furthermore, in the event your Account is suspended due to non-payment, Cogitate may permanently disable service features and terminate your Account within thirty (30) days from when Cogitate last received payment from you. Cogitate may provide you with notice of your pending Account closure by sending an e-mail message to the registered e-mail address(es) associated with your Account.
9. Other than for your failure to comply with the 9G BACKUP™ Data Storage Software End User License Agreement (“EULA”), Cogitate will use commercially reasonable efforts to make the data you store with us available for you to download for a period of three (3) days after Account termination. Cogitate has no obligation to provide you with a copy of your data and may remove and discard any backup data.
10. If an Account has been suspended due to non-payment of fees, we will only reactivate the Account upon receipt of full payment, including all overdue fees.

11. It is a violation of this Policy for you to misuse or fraudulently use credit and debit cards, as solely determined by Cogitate. Further, Cogitate may report all suspected misuses and fraudulent uses to appropriate government authorities, credit reporting services, financial institutions and credit card companies. Cogitate reserves the right to seek any appropriate remedies, whether in equity or at law, against you for any losses Cogitate incurs as a result of your actions.

12. Refunds on multi-period plans (i.e., annual and biennial plans) may be granted on a prorated basis for the unused portion of the period purchased, in whole month increments, and shall not include the current month.

13. If you do not wish to continue services with Cogitate, or do not wish to renew your Account, you bear sole responsibility to cancel your Account prior to your renewal date to avoid any further charges.

14. You may cancel your Account at any time without prior notice to us and for any reason. Similarly, Cogitate reserves the right to cancel your Account at any time and for any reason, including, but not limited to, a breach of this Policy, the EULA or any other agreements we may have in place.

15. You have ninety (90) days to dispute any charge or payment processed by Cogitate. If you have a question concerning a charge you believe is incorrect, please contact us at [support@cogitateinc.com](mailto:support@cogitateinc.com). If you improperly dispute a charge, Cogitate reserves the right to seek any appropriate remedies, whether in equity or at law, against you for any losses Cogitate incurs as a result of your actions.