

PBX TECHS LLC
Refund Policy

1. Overview

a. Structure of Agreement

This document contains a brief "*Plain English*" synopsis of each section to improve the readability of the contents of this document. Any section in italics preceding further description of the terms is considered supplementary and may not be specific enough to fully describe the intent of the section. These portions are there for the benefit of the reader and therefore any ambiguity or discrepancy between these portions and the actual text of the agreement should defer to the non-italicized portion following the "*Plain English*" portion of the section.

b. Default Refund Policy

The products and services provided by PBX Techs, LLC (PBX Techs) are custom by nature and therefore are non-refundable except as specified in sections 2 and/or 4 below. Any refunds or credits issued for reasons other than those specified below will be at the sole discretion of PBX Techs.

2. Prepaid Service Agreements

"If you buy 10 hours and only use three the discount for buying 10 hours doesn't apply."

At any time a refund for unused balance on a prepaid service agreement may be requested. The amount of the refund will be calculated as if the customer had originally purchased the number of hours actually used as it pertains to the most recent purchase of support credit.

a. Example Refund

For example, if a customer purchased 10 hours of support at our discounted rate and only used 4 hours of support, the support used would be prorated such that the three-hour discount would be applied to three of the hours used, and the remaining one hour would be billed at the full rate. This amount would be subtracted from the available balance for the 10 hours purchased and the remainder would be refunded.

\$950	balance for 10 hours purchased at \$95 per hour
-\$345	3 hours at \$115 per hour
-\$125	1 hour at \$125 per hour

\$480	refunded

3. Method of Refund

"If you paid by credit card, we refund your credit card. If you paid by bank transfer, we return it to your bank account. If we can't send it to you on the same form of payment for whatever reason, we will send you a check"

Any refunds will be made using the same payment method used to fund the account. If a credit card was used to make the payment we will refund it to the card used to make the purchase. In the event that the card has been canceled, or is otherwise unable to accept the refund, a check will be mailed from our corporate headquarters in Alden, NY.

4. Exceptions and Remedies

"We want you to be satisfied with your purchases, so let us know right away if there is a problem. We will do what we can to make sure you are happy. If you have a warranty, service agreement or a guarantee of some sort then that will probably cover the details of refunds more specifically than this agreement does. If your local laws give you protections that go beyond this agreement those laws override this agreement."

If at any time you are unsatisfied with any product or service purchased from PBX Techs we request that you contact us immediately so we can properly address the issue. We are confident in our products and will take any reasonable measure to ensure you are satisfied with our products and services. If the issue is determined to be at the fault of PBX Techs we will issue a refund for all or part of the purchase price of the product or service, at our discretion. If the issue is regarding a physical product purchased from PBX Techs the return of the product to PBX Techs may be a requirement of the refund.

a. Products Covered by Separate Warranty

The default remedy for defective products covered by a warranty separate from this agreement is an exchange of

the product for the same or comparable product. If the product is considered a custom product (e.g. a device for which replacement parts may not normally be kept in inventory), or if the defect can confidently be limited to a specific component of the product, a replacement component may be shipped instead of the complete unit, at the sole discretion of PBX Techs. In any case where a separate warranty agreement conflicts with the provisions of this agreement the warranty agreement supersedes the provisions herein.

b. Products Covered by Separate Guarantee

Some products may be covered by a guarantee separate from this agreement in which a limited time "Money Back" or similar promise is offered. In this case the guarantee agreement supersedes this agreement in all areas where conflicting terms are present.

c. Services covered by a Service Level Agreement

In the case that a service contract containing a Service Level Agreement (SLA) is in place that specifies terms in conflict with this agreement the terms of the service contract and those of the SLA supersede those of this agreement.

d. Conflicting Laws

Some state and/or local laws may provide consumers with additional protections that conflict with this agreement. In the event that any provisions of this agreement are in conflict with state or local laws the pertaining laws will supersede the provisions of this agreement. The terms not deemed unenforceable will remain effective and only those portions that conflict will be considered effected.

5. Changes or Modifications

"If we change this agreement we will let you know, and even let you tell us what you don't like about the new agreement. If we can't work something out then you don't have to keep using our services. If you bought something in the past and our current refund policy didn't apply to that purchase just ask us and we will send you the agreement that covered that product or service."

This agreement can be modified at any time. The modified terms will become effective immediately for any products or services purchased from the date of modification forward. Any service(s) billed on a recurring basis will be effected the date the next scheduled payment is due. If any ongoing contract or service is effected a notice will be sent by email and/or postal carrier notifying the customer of the changes and providing the option to review the new terms before they become effective on their account.

a. Option to Decline

The customer is provided the option to decline the new terms of this agreement and as such will be given the option to either discontinue use of the service(s) or suggest alternative terms, including the continuation of the previous terms of this agreement. If such alternate terms are proposed by the customer it is at the sole discretion of PBX Techs to agree to the modified terms.

b. Archival of Previous Terms

PBX Techs will archive and make available upon request any previous terms of this agreement as they were written at the time of purchase of any product or service purchased in the past. At the time of request the serial number(s) or dated invoice(s) will be required to process the request.