



EXPRESSWEB^{VA}

Terms of Service

Enacted March 15, 2019

I. General

- a. The ExpressWeb VA Terms of Service (“Terms of Service”) is a legally binding agreement between you (“you” and “your”) and ExpressWeb VA, a Virginia sole proprietorship (dba “ExpressWeb VA” and “PVALink”) (“ExpressWeb VA,” “we,” “our”).
- b. By using any ExpressWeb VA services, doing business with ExpressWeb VA, and by using the ExpressWeb VA website, you are indicating that you have read and agree to these Terms of Service (as applicable) and consent to be bound by all the terms and conditions in the Terms of Service.
- c. If any of the conditions in the Terms of Service are violated by either party (you or ExpressWeb VA), all contract(s) between both parties are void immediately.
- d. The Terms of Service are subject to change at any time without notice. You and ExpressWeb VA are subject to the Terms of Service enacted on or before the current date.

II. Payment

- a. Payments shall be made using United States Dollars (USD) in any of the following formats: cash, check, credit card, debit card (bank card, check card), or bank transfer (ACH transfer, wire transfer).
- b. Payments shall be made on or before the specified due date on an outstanding invoice. If you do not pay the full outstanding balance on or before the specified due date, you are immediately subject to a late fee \$10 (ten dollars). After the late fee is applied, the due date of the invoice is extended by 30 days (thirty days).
- c. Payments made by mail can be sent to the following address:
ExpressWeb VA

2436 Mountain View Road
Powhatan, VA 23139

- d. Payments made by cash should be delivered in person or by mail. Payments made by check should be made out to (paid to the order of) ExpressWeb VA and delivered in person or by mail. Please include the invoice number in the "For" line to avoid problems with payments.
- e. Payments made by credit card, debit card, or bank transfer can be done by using the online portal. A link to the online portal will be available at any official digital or physical copy of an invoice. Payments made online are processed by Wave Financial Inc. or their affiliates. We are not responsible for any fraudulent charges or problems incurred when making credit card, debit card, or bank transfer payments. Please contact Wave Financial Inc. about any problems of that nature.
- f. *Please do not send credit card information, debit card information, or bank account information by phone or email. These methods of communication are not explicitly secure, and we are not responsible for any fraudulent charges or problems incurred if you send personal information by unsecure methods of communication such as phone or email.*
- g. Payments made for Web Design services require an upfront deposit of \$150 (one hundred fifty dollars) before services will begin. This deposit is non-refundable and will not be refunded to the customer unless an applicable contract is voided by ExpressWeb VA within 15 (fifteen) days of signing.
- h. *Payments made using an invalid check (bounced check), invalid credit card, invalid debit card, or invalid bank account are not grounds for an extension and the due date will not be extended. It is your responsibility to pay using a valid payment method within the stated timeframe.*
- i. ExpressWeb VA reserves the right to unpublish any website if a complete payment of all outstanding balances is not made by the stated due date.

III. Cancellation

- a. ExpressWeb VA reserves the right to cancel any contract with any customer for any reason. If we cancel a contract, any outstanding balances owed by the customer will be voided. If a contract is voided after 15 (fifteen) days of signing and a deposit has been made, the deposit will not be refunded.
- b. You may cancel a service (voiding any contracts between you and ExpressWeb VA) at any time, but are not entitled to a refund for any payments made and may be required to fulfill the payment of any outstanding balances of (but not limited to) physical parts and labor time.