

BLUEDOT BILLING POLICY

This is the Billing Policy of Bluedot Industries, Inc., and Bluedot Industries Pty Ltd ("Bluedot", "Company", "us", "we", "our"), wholly owned subsidiaries of Bluedot Innovation, Inc. This Billing Policy explains how we calculate, invoice, charge, discount and refund payments for licensing fees, white labeling fees and other charges (collectively, "Fees") that relate to the web sites owned by Bluedot, including www.bluedotinnovation.com, www.bluedot.com.au and other subsidiary or related sites ("Site"), the Bluedot Point SDK and other supporting or future software products offered by us ("Software"), and the supporting web service, Application Programming Interfaces and other services or materials provided by us ("Services"). This Billing Policy is subject to, and incorporates by reference, our licensing terms ("Terms"). Your use of the Software, Services or Site will be deemed to be your agreement to abide by all of the terms set out below. Bluedot's clients and partners are entities or individuals, such as companies or application developers, that use the Software, Services and Site to develop, distribute and manage mobile applications ("Client", "Partner", "You", "Your"). Bluedot's clients are not the individual end users ("End Users") of applications developed by Clients and Partners.

Pricing Plans

Bluedot's Software and Services may be licensed for a minimum duration of 1 year or longer. Licenses renew automatically for further periods of the same duration as the initial license, unless terminated earlier in accordance with the Terms.

Bluedot does not typically offer free trials or demonstration accounts.

Bluedot offers a range of pricing plans ("Plan") that charge monthly Fees upfront for a set number of location-based actions per month (e.g. URLs opened, messages sent or 'check-ins' sent back to the server) ("Action").

An action is initiated by an End User when they enter a pre-defined location and any associated conditions are satisfied (configured using the Software and Services) ("Trigger"). The total number of Triggers in a given billing period determines Your volume of usage ("Usage"). If more than one Action occurs simultaneously (e.g. message, vibration, audio) upon entry into the same pre-defined location then this will be billed as one Trigger rather than multiple Triggers.

You pre-select an applicable Plan. A Plan will apply based on Your Usage in a given month ("Billing Period").

The Fees for the selected Plan will be charged even if the Usage in the Billing Period is lower than the Usage limit of the selected Plan or the Usage limit of a lower Plan.

You may move up to a higher Plan at any time, however, any change in Plan may be applied in the next Billing Period.

Larger Plans typically have lower average fees per Trigger.

Custom pricing for enterprise Clients and Partners

Bluedot may develop custom pricing plans ("Custom Plan") or Terms for Clients and Partners with high expected Usage or with unique business needs.

Custom Plans may require Bluedot to agree to and/or implement alternative arrangements to the standards Terms and this Billing Policy.

Custom Plans will be established through the mutual agreement of Bluedot and the Client and/or Partner.

Overages and Upgrades

The Fees charged for a Billing Period when Usage exceeds a given Plan ("Excess Triggers") will be the total of: 1) the standard price of the Plan that has been exceeded; and 2) 3x the average per Trigger price of the Plan that has been exceeded for each Excess Trigger in that Billing Period (collectively "Overages").

If you are charged an Overage for a Billing Period, you may elect to pay the Overage and continue on the existing Plan that was exceeded or you may upgrade to a higher Plan for the remainder of Your agreement ("Higher Plan"). If you upgrade to a Higher Plan then the Overages for the last Billing Period will be waived and the Fees for Higher Plan will be charged for the last Billing Period.

Discounts for upfront payment

You will receive a 15% discount if you pay the total Fees for an annual license upfront.

You will receive a 20% discount if you pay the total Fees for a multi-year (two or more years) license upfront.

If you choose to pay upfront but then upgrade to a Higher Plan, you may do either of the following:

- Pay upfront for the difference between the original Plan and the Higher Plan ("Net Amount") for the remainder of the 12 month period (prorated) and receive an equivalent discount on the Net Amount, subject to their being at least 3 months remaining on the initial license period; or
- Pay the Net Amount at the beginning of each Billing Period but at the undiscounted standard price.

Billing

An invoice or receipt summarizing the applicable Fees will be sent to Your registered email. Fees will be charged at the beginning of each Billing Period.

New Clients and Partners will be charged a pro-rated amount (calculated per day) on the applicable Plan for their first Billing Period.

If a Client or Partner terminates their use of the Software and Services in accordance with the Terms, they are liable for any outstanding Fees in full. The final billing period will not be pro-rated.

Partners

Bluedot works extensively with Partners that use the Software or Services in applications on behalf of the Partner's business customers ("Customer").

Bluedot may bill and charge either the Partner or Customer. This will be agreed to by the parties.

If Bluedot bills and charges the Customer, the Partner will continue to be bound, to the greatest extent possible, by the Terms and this Billing Policy.

Right to make changes

Bluedot reserves the right to make changes from time to time to the Fees and this Billing Policy. If it does so, it will provide at least 10 working days for the changes to apply or it may maintain their existing arrangements indefinitely or for a period of time ("Grandfathering").

Bluedot may, at its discretion, agree to alternative arrangements to the standard terms and processes outlined in this Billing Policy.

You agree to Bluedot contacting you, such as via Your registered email or telephone number, to discuss Your Payment Information, applicable Fees and other matters related to billing, payment or refunds.

Payment methods

You are required to register a credit card or agree to monthly upfront electronic payments of invoices (“Payment Information”) to allow Bluedot to charge you the Fees for the Software and Services used.

If paying by credit card, You can register Visa, MasterCard or AMEX credit cards. Bluedot may submit recurring charges to your credit card at the beginning of each billing period in accordance with this Billing Policy and without further authorization from. Bluedot may continue recurring charges to your credit card until You provide notice in writing that You have terminated Your authorization to charge Fees to the Payment Information provided by You. Such notice will not affect charges submitted before Bluedot could reasonably act. In such circumstances, you will be required to provided alternative Payment Information to pay future Fees.

You must provide current, complete and accurate Payment Information in order to receive and/or continue using the Software and Services.

You must promptly update Payment Information if the details have changed (such as a change in billing address or credit card details).

You must promptly notify Bluedot if the listed credit card is cancelled or does not have sufficient funds for Bluedot to charge the Fees.

If You don’t maintain accurate and complete Payment Information, You agree that You continue to be liable for the Fees for the Software and Services used and that its Your responsibility to provide updated and accurate Payment Information as soon as possible to allow Bluedot to charge the Fees.

Payment gateway

Bluedot uses a payment gateway provided by Braintree Payments, Inc. (Braintree). Payment Information is entered directly into the Braintree interface that is integrated into the Site. Payment Information is not persisted, stored or retained by Bluedot. Please refer to our Privacy Policy for more information. Given Braintree is facilitating the payment process for Bluedot, You may also be subject to Braintree’s [terms and conditions](#) and [privacy policy](#).

Currencies, taxes and third party fees and charges

Fees are charged in US Dollars. Fees do not include taxes, levies or other fees and charges that may be applicable in a given jurisdiction.

A conversion fee or other fees and charges may be charged by Your bank, financial institution or other third parties you interact with ("Third Party Fees"), including, but not limited to, fees related to payments that are made in currencies other than US Dollars. Bluedot does not charge, receive or control such Third Party Fees. Bluedot is not responsible for Third Party Fees in any way, including with respect to calculating, billing, charging or refunding Third Party Fees. You agree it is Your sole responsibility to be aware of, manage and pay Third Party Fees.

Clients and Partners with multiple applications

Clients and Partners may have multiple mobile applications that simultaneously use the Software and Services ("Multiple Apps").

Usage across Multiple Apps will be aggregated and a relevant Plan will apply to total Usage by the Client or Partner. A single payment will be charged for Multiple Apps.

Failure to pay

If You fail to pay the Fees within fifteen (15) days of the Fees being incurred, Bluedot may suspend or terminate your Bluedot account or Your access to the Software and Services. Any suspension or termination does not relieve You from paying any Fees that have been incurred in accordance with this Billing Policy and the Terms.

If You fail to pay within thirty (30) days of the Fees being incurred, Bluedot may seek to recover the Fees through a collection agency or seek legal action to recover the Fees or enforce our rights in accordance with this Billing Policy and the Terms. You agree that you will be liable for any costs associated with such recovery or legal action, including, but not limited to, legal fees, court costs, and collection agency fees.

Bluedot may charge a \$30 dishonor fee if Your credit card payment is declined.

Refunds and disputes

There may be occasions, in accordance with this Billing Policy and the Terms, that Bluedot will refund a payment that has been charged. This will be considered, in consultation with You, on a case-by-case basis.

Refunds will be made to the Payment Information used to charge the payment being refunded.

We are committed to handling any questions or complaints in an effective, transparent and timely manner. Such enquiries should initially be sent to Bluedot (accounts@bluedotinnovation.com) so that we are able to rectify breaches or errors.

Should we not handle your complaint in a satisfactory manner, the complaint may be passed on to the relevant Californian Government (United States) or Victorian Government (Australia) corporate dispute resolution program for mediation. If a resolution is not achieved, the complaint may be passed on to the appropriate legal authority in each jurisdiction to consider the matter.

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