

# Act! Billing and Cancellation Policy

By using Act!, you understand and agree to our Billing Policies.

## Act! Subscription Details

**Payment, Term, and Renewal:** Subscriptions automatically renew on the anniversary date of your initial purchase, whether that be monthly, annually or multi-year. You are responsible for keeping your payment information current. Declined payments or other failure to make payment will result in cancellation of your service. All sales are final, unless otherwise stated in your applicable agreement with Act! or its affiliates, or as mandated by statute, regulation, or law. Payment for multi-year subscriptions is committed to in full for the Agreed Term, and failure to pay will result in suspension of use of the Products/Services as well as pursuit of all Fees for remaining periods of the Agreed Term by a collections agency, once reasonable means have been exhausted.

**Cancellation:** All Act! subscriptions auto-renew for the same term. To prevent automatic renewal, your Act! subscription must be canceled before your renewal date. To cancel your subscription, please email [customerservice@act.com](mailto:customerservice@act.com). No refunds will be provided for partial months (monthly subscription), remaining months (annual subscription) or remaining years (multi-year subscription) of service. Upon termination of a subscription, access to the application is removed. For Cloud-based subscriptions, Act! retains your data and it is available upon request for 90 days from the termination of your subscription. You must contact us by phone or in writing within those 90 days if you require a backup of your data. Customers with perpetual license rights to an on premises-based version which are activated upon termination of a subscription will no longer have access to certain subscription-only features and services within the product.

**Addition of Users, Features, and/or Services:** Additional subscription users, features, and/or services may be added at any time. You will be charged a pro-rated amount based on the remaining time in your subscription term. The anniversary/renewal date will remain the same for all users, features, and/or services. Reduction of subscription users, features, and/or services may only take place at the time of renewal per the cancellation policy.

**Act! Marketing Automation:** Any Act! Marketing Automation account violating the Act! Anti-Spam policy is subject to suspension or termination of service. To learn more about the Act! Anti-Spam policy, [click here](#). Suspension or termination of service for such violation shall not entitle you to any refund for the remaining duration of your subscription term.

**Third-Party Services:** All services contracted with third parties are subject to the billing, payment, and cancellation policies of those respective third parties.

## Act! Pro

**Act! Pro Perpetual License Purchases:** For purchases of Act! Pro perpetual licenses, there are no refunds, unless otherwise stated in your applicable agreement with Act! or its affiliates or as mandated by statute, regulation, or law.

## Billing Disputes

As a current or prior customer of Act!, you agree to allow Act! to attempt settlement of any billing dispute for 30 days before disputing with any third party, credit card company or bank. Act! simply requires that it be the first option in billing disputes. Should Act! receive a chargeback or other reversed charge from a third party, credit card company or bank on your behalf before Act! has been given a chance to resolve the issue, Act! has the right to collect on the rendered services and any fees associated with those disputes. Act! charges a \$25.00 Chargeback Fee per chargeback should a third party, credit card company or bank be used as a first resort in a billing dispute.

By using Act!, you understand and agree to our Billing Policies.