



OS TECH GROUP, LLC

INVOICE TERMS AND CONDITIONS

By using our services, you are bound by the terms below.

1. Payment Terms

All invoices are due **Net 7 (7 calendar days from invoice date)** unless otherwise specified in a separate written agreement or contract executed between the Client and OS Tech Group.

No terms or conditions provided by the Client shall modify these terms unless expressly agreed to in writing by OS Tech Group.

2. Obligation to Pay

The Client agrees to pay all invoiced amounts in full, without offset, deduction, or delay. Timely payment is a condition of continued service.

Failure to remit payment in full by the due date may result in service interruption, additional fees, and further enforcement actions as permitted by law.

3. Service Interruption & Suspension

OS Tech Group reserves the absolute right to **suspend, restrict, or terminate services at any time** for non-payment.

- Service interruption may occur **with or without prior notice**.
- Restoration of services is contingent upon full payment of all outstanding balances, plus any applicable fees.



OS Tech Group shall not be liable for any damages, losses, or business interruption resulting from suspension or termination of services due to non-payment.

4. Data Access Restriction

In the event of non-payment or account delinquency:

- OS Tech Group reserves the right to **restrict, suspend, or terminate access** to any systems, networks, software, backups, cloud services, or infrastructure managed or maintained by OS Tech Group.
- This includes, but is not limited to, **administrative access, user access, remote access, backups, and hosted environments.**
- **No credentials, passwords, encryption keys, admin accounts, or access tokens will be released, transferred, or disclosed** while any balance remains outstanding.
- Access will not be restored until all outstanding balances and applicable fees are paid in full.

OS Tech Group further reserves the right, after **30 days of non-payment**, to permanently delete, wipe, or remove all client data, configurations, backups, and associated access credentials from any systems under its control, unless prohibited by applicable law or subject to an active written dispute.

The Client acknowledges that such restrictions may result in loss of access to critical systems and agrees that OS Tech Group shall not be liable for any resulting damages, losses, or business interruption.

5. Indemnification for Downtime

The Client agrees to indemnify, defend, and hold harmless OS Tech Group, LLC, its officers, employees, and contractors from and against any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of or related to:



- Any service interruption, suspension, or termination resulting from non-payment or breach of these Terms
 - Any downtime, loss of access, or inability to use systems, networks, backups, or services managed by OS Tech Group due to enforcement of these Terms
 - Any business interruption, loss of revenue, loss of profits, or consequential damages claimed by the Client or any third party resulting from such downtime
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6. Reactivation Fees

In the event services are suspended due to non-payment, OS Tech Group reserves the right to charge a **service reactivation fee** prior to restoring services. This fee is in addition to all outstanding balances.

7. Acceleration Clause

In the event of default, including failure to make timely payment, **all outstanding balances and any remaining contracted amounts shall become immediately due and payable in full**, without further notice.

8. Collections & Legal Enforcement

In the event of non-payment:

- The Client agrees to be responsible for **all costs of collection**, including but not limited to collection agency fees, court costs, and attorney's fees.
 - OS Tech Group reserves the right to pursue all legal remedies available, including filing suit to recover unpaid balances.
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9. Personal Guarantee (If Applicable)



If the Client is a business entity, the individual signing for or utilizing services on behalf of the entity **personally guarantees payment** of all amounts due. This guarantee is continuing and shall remain in effect regardless of the status of the business entity.

10. ACH / Automatic Payment Authorization (If Enrolled)

For Clients enrolled in automatic payment programs:

- The Client authorizes OS Tech Group to **initiate ACH debits or charge stored payment methods** for all invoices, balances, fees, and applicable charges.
 - The Client agrees to maintain valid and current payment information at all times.
 - Failed or declined payments may result in immediate service interruption and additional fees.
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11. Disputed Charges

Any disputes regarding invoiced amounts must be submitted in writing within **5 business days** of the invoice date.

Failure to dispute within this timeframe shall constitute acceptance of the invoice as accurate and valid.

12. No Waiver

Failure by OS Tech Group to enforce any provision of these Terms shall not constitute a waiver of future enforcement of that or any other provision.

13. Limitation of Liability

To the fullest extent permitted by law, OS Tech Group shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of data, revenue, or business operations.



14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State in which OS Tech Group operates, without regard to conflict of law principles.

15. Entire Agreement

These Terms, together with any applicable service agreement or contract, constitute the entire agreement regarding payment obligations and supersede all prior understandings.

16. Acceptance

Use of OS Tech Group's services constitutes acknowledgment and agreement to pay all invoices and comply with these Terms and Conditions in full.
