

Diamond City IT – Commercial Billing Policy

Adoption Date: February 1, 2025 **Revision Date:** October 5, 2025 (V3)

1. Overview

This Commercial Billing Policy ("Policy") establishes the terms and conditions governing invoicing, payment, and related financial procedures for all services and products provided by **Diamond City IT**, a division of **Croughn Enterprises LLC** ("the Company"). By engaging in business with Diamond City IT, the Client ("Customer," "You," or "Your") agrees to be bound by the provisions set forth herein.

2. Payment Terms

a. Quotes:

All quotes issued by Diamond City IT shall remain valid for a period of **fourteen (14)** calendar days from the date of issuance. Upon expiration, a new quote may be issued upon request and at the Company's discretion.

b. Invoicing:

Invoices are generally issued on the **first Monday of each month** via electronic mail and/or physical mail through the United States Postal Service (USPS). Payment is **due upon receipt** and in any event no later than **thirty (30) days** from the invoice date, unless otherwise specified in writing.

c. Accepted Payment Methods:

Accepted forms of payment include Credit Card, Debit Card, Check, and ACH Bank Transfer. Wire transfers and cryptocurrency are not accepted. All payments must be made in U.S. Dollars (USD). Credit and debit card payments are subject to a 3.5% processing fee.



d. Advance Payments and Deposits:

Certain projects or services may require an advance payment or deposit equal to **twenty-five percent (25%) to fifty percent (50%)** of the total quoted amount. Such requirements will be clearly stated within the applicable quote, invoice, or service agreement.

3. Late Payment

a. Late Fees:

If payment is not received by the due date, a **late payment fee of three percent (3%) per month** will be assessed on the unpaid balance. For each subsequent month the payment remains delinquent, an **additional one percent (1%)** will be applied (e.g., 3% for the first month late, 4% for the second month, etc.).

The Company reserves the right to suspend or terminate services for accounts more than sixty (60) days past due.

4. Billable Work

a. Remote Work:

Any remote support session exceeding **fifteen (15) minutes** will be billable at the standard hourly rate of **\$125.00 per hour**. Billing is calculated in **one-hour increments**; any remote work exceeding the fifteen-minute grace period will be charged as one full hour.

b. Onsite Service:

All onsite visits are subject to a **minimum one-hour charge** at \$125.00 per hour, billable upon arrival, regardless of time spent onsite. Any additional time will be billed in one-hour increments.

c. Travel Fees:

For onsite service requiring travel, a mileage fee shall be charged in accordance with the IRS Standard Mileage Rate for 2025 (\$0.70 per mile). Mileage is calculated round trip from the Company's primary business location to the Client's service address. This charge is in addition to the standard hourly service rate.



5. Emergency Service and After-Hours Rates

a. Definition:

After-hours service includes any request for support or work performed outside of regular business hours (Monday–Friday, 9:00 AM–5:00 PM). Such work—including evenings, weekends, and recognized federal holidays, shall be billed at an enhanced rate of \$215.00 per hour. Emergency requests requiring immediate response outside standard hours may incur a higher rate at the Company's discretion.

b. Federal Holidays Recognized as After-Hours:

All work performed on the following holidays is billed at the after-hours rate, regardless of the day of the week:

- ➤ New Year's Day (January 1)
- Martin Luther King Jr. Day (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- ➤ Independence Day (July 4)
- Labor Day (First Monday in September)
- > Columbus Day (Second Monday in October)
- > Veterans Day (November 11)
- > Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

If a holiday falls on a weekend, the federally observed day shall apply.

c. After-Hours Remote Work:

Remote work performed after hours exceeding **fifteen (15) minutes** shall be billed at **\$215.00 per hour**, calculated in one-hour increments.

d. After-Hours Onsite Work:

All onsite work performed after hours shall carry a minimum charge of one (1) hour at \$215.00 per hour, with additional time billed in hourly increments.

e. After-Hours Travel:

After-hours onsite services requiring travel shall incur the standard **IRS mileage rate** (\$0.70 per mile) plus an additional flat fee of \$25.00. Mileage is calculated round-trip from the Company's primary business location.



6. Dispute Resolution

Any disputes or concerns regarding an invoice must be submitted **in writing** within **fourteen (14) days** of the invoice date. The Company will review the claim in good faith and respond promptly. Disputes submitted after **thirty (30) days** shall be considered **waived** and **non-actionable**.

7. Refunds and Cancellations

a. Refund Policy:

Refunds, where applicable, shall be processed in accordance with the Company's Refund Policy. Requests for refunds must be made in writing within **fourteen (14) days** of the invoice date or service delivery.

b. Cancellation Policy:

Cancellations must be submitted at least **thirty** (30) **days** prior to the scheduled service date. Non-refundable deposits or fees will be identified at the time of purchase. Cancellations made within less than thirty (30) days shall incur a \$75.00 cancellation fee. Signed service agreements exceeding one year are excluded from this clause. Please refer to the terms and conditions of your service agreement in regard to cancellation.

c. No-Show Policy:

If a technician arrives onsite and is unable to perform the scheduled service due to client unavailability, lack of access, or other preventable circumstances, a **no-show fee of** \$75.00, plus applicable travel expenses, shall be invoiced.

8. Confidentiality and Data Protection

All client billing and payment information shall be treated as **confidential** and handled in accordance with applicable data protection laws. The Company does not share, sell, or disclose payment data to third parties except as required by law or to process payments securely.



9. Amendments to Policy

Croughn Enterprises LLC, doing business as Diamond City IT, reserves the right to amend or modify this Policy at any time. Any material revisions will be communicated to customers in advance. Continued use of our services after such notice constitutes acceptance of the revised Policy.

10. Contact Information

Croughn Enterprises LLC
Doing Business As (DBA): Diamond City IT
100 N Wilkes-Barre Blvd, Suite 332
Wilkes-Barre, Pennsylvania 18702
United States

Telephone: (570) 362-5500

Email: Billing@DiamondCityIT.com

All payments, notices, and communications shall be deemed properly delivered when sent to the above address or email unless otherwise designated in writing by the Company.

Acknowledgment

By utilizing the services of **Diamond City IT** or purchasing any related products, the Client acknowledges that they have read, understood, and agreed to be legally bound by the terms of this Residential Billing Policy.