

# TERMS OF SERVICE 2024

Hosting providers: **SpitfireWebsites.com** and **SA Hosting**

Terms of this agreement were approved upon sign-up and accepted upon first payment.

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## GENERAL TERMS

### 1. SUBSCRIPTION MODEL & AUTO-RENEWALS

All our deals are subscription-based and set to auto-renew. Monthly subscriptions renew on the 20th of each month, aligning with the invoice issue date. Deals like **Spitfire** and **SA Deals** are yearly subscriptions, while other subscriptions are billed on a monthly basis. Managed subscriptions require a 12-month commitment. This document provides an overview of the subscription model, but clients are encouraged to review the **Cancellation Policy** in the Billing and Legal section for detailed information on cancellation procedures and requirements.

### 2. CLICKWRAP AGREEMENT

Upon payment and sign-up, clients are considered to have agreed to these Terms and Conditions. An email and WhatsApp message will be sent to the client as proof of sign-up, and by subscribing, the client accepts these communications as confirmation of their agreement. In cases of technical issues where notifications may not be received, payment on the subscription itself will serve as acceptance of all terms and conditions outlined in this document.

### 3. PRODUCT & SUBSCRIPTION CHANGES

**SpitfireWebsites.com** and **SA Hosting** reserve the right to modify product offerings, pricing, or service terms at any time without prior notice to maintain service quality. Modifications may include service upgrades, technical adjustments, or pricing changes. These changes include modifications to all subscriptions, even if they are retired. **Responsibility to Stay Informed:** Clients are responsible for reviewing updates to service terms to stay informed of any changes.

#### 4. USER INTERFACE & ACCESS

Access to the client interfaces of **SpitfireWebsites.com** and **SA Hosting** is provided for legitimate use only, as governed by our Terms of Use. Unauthorized access or misuse may result in restricted or revoked access.

#### 5. RIGHT OF ADMISSION

**SpitfireWebsites.com** and **SA Hosting** reserve the right to terminate any client's account, access, and associated services at any time and without prior notice, at our sole discretion. Termination may be enacted in cases where we determine that the client is engaged in activities that violate our standards, exhibits repeated non-payment or poor payment practices, or is suspected of illegal, unethical, or harmful activities. By subscribing to our services, clients agree to this Right of Admission policy and acknowledge that **SpitfireWebsites.com** and **SA Hosting** bear no liability for any data loss, service interruption, or other impacts resulting from the exercise of this right. We prioritize maintaining a high standard of service and may terminate any account that, in our judgment, jeopardizes these standards.

#### 6. BANKING & ADMINISTRATIVE FEES

An annual banking and administrative fee will be applied on December 25 to cover payment gateway costs. This fee is billed separately from the standard subscription charges, and clients agree to this additional fee upon signing up.

#### 7. NO LIABILITY FOR DOWNTIME OR DATA LOSS

**SpitfireWebsites.com** and **SA Hosting** are not liable for any downtime, service disruptions, or data loss resulting from server maintenance, technical issues, or unforeseen circumstances (such as natural disasters or other acts of God). **Data Management Responsibility:** Clients are solely responsible for managing and maintaining their data backups. Optional backup services may be available for additional fees.

#### 8. PRICING ADJUSTMENTS

All pricing is subject to change, and adjustments can be applied at any time without prior notice. While we strive to inform clients of any upcoming changes, **SpitfireWebsites.com** and **SA Hosting** are not liable if clients do not receive notifications due to technical issues or any other unforeseen circumstances. Charges may be applied at any given time, and advance notice, while intended, is not a prerequisite.

#### 9. LIABILITY DISCLAIMER

**SpitfireWebsites.com** and **SA Hosting** shall not be held liable for any damages or losses, including but not limited to data loss, revenue loss, or website downtime. By subscribing to our services, clients agree to this liability waiver, acknowledging that **SpitfireWebsites.com** and **SA Hosting** are not responsible for any indirect, incidental, or consequential damages.

## 10. USER ACKNOWLEDGMENT OF TERMS

By subscribing to any product, clients confirm that they have read and understood these Terms and Conditions. Ignorance of these terms will not be accepted as a defence in any disputes. All Terms & Conditions are readily accessible via links in the website footer and on relevant product pages.

## 11. CLAUSE FOR LEGACY CLIENTS ON OLDER SUBSCRIPTIONS

**SpitfireWebsites.com** and **SA Hosting** periodically update subscription policies to reflect current service standards, technology improvements, and market conditions. To ensure continued support and seamless service, the following policies apply to clients on older subscriptions:

- **Automatic Policy Updates for Legacy Plans:** Clients on older plans agree that their subscription terms may automatically update to align with the most current policies. This includes but is not limited to billing cycles, renewal terms, and any applicable service fees. Older subscriptions will be transitioned to comparable policies within the latest framework as needed for continued functionality and support.
- **Notification and Acceptance:** Although efforts will be made to notify clients of major changes, **SpitfireWebsites.com** and **SA Hosting** reserve the right to apply updates without prior notification. By maintaining an active subscription, clients acknowledge and accept these potential updates. If clients wish to review the latest terms, they are encouraged to visit their client area or our website for up-to-date policies.
- **Eligibility and Transition to New Plans:** Clients on legacy subscriptions may be required to transition to new subscription types or structures if existing plans become obsolete. When applicable, **SpitfireWebsites.com** and **SA Hosting** will offer guidance on transitioning to a similar plan under updated terms to minimize disruption. Any questions regarding eligibility or transitioning can be directed to our support team.
- **Legal Continuity:** All clients, including those on legacy plans, agree that this document serves as the binding Terms of Service. For older clients, these updated terms take precedence over any previously agreed upon terms, ensuring consistent legal coverage across all clients.

## TERMS OF SERVICE 2024

### SECTION 2: USER RESPONSIBILITY

#### 1. INFORMATION

For AI-generated websites, managed deals, and self-managed deals with add-ons, it is the client's responsibility to provide the following information:

- Colour Scheme: A colour palette that reflects your brand identity.
- Logo: A high-quality version of your business logo.
- Contact Information: Including business hours, email address, and phone number.

**Spitfire Websites** and **SA Hosting** rely on this information to create a website that aligns with your brand. Failure to provide these details may result in delays, and cancellation requests due to missing client information will not be accepted. As per our cancellation terms, if you do not provide the required information, **Spitfire Websites** and **SA Hosting** reserve the right to deny any cancellation request based on incomplete submission of information.

#### 2. COMMUNICATION & SUPPORT

- Support Channels: Clients must use the designated support channels (email, ticketing system, or WhatsApp) to communicate with us regarding any issues or delays. It is your responsibility to reach out if there are problems and not to wait for **Spitfire Websites** or **SA Hosting** to follow up.
- Account Issues: If your subscription or account is inactive or there are access problems, it is your responsibility to report it to support so that it can be fixed.
- Security Support: If you are unable to manage security aspects such as installing anti-virus software or securing your CPanel, it is your responsibility to contact **Spitfire Websites** or **SA Hosting** for assistance (which may come at an additional cost).

#### 3. MONITORING & MANAGING YOUR SUBSCRIPTION

- Client Area Access: It is your responsibility to ensure that you can access the Client Area. You must regularly log in to check the status of your account, review your subscription details, and monitor your usage.
- Staying Active: You are responsible for making sure that your subscription is active. If your subscription is inactive or suspended due to non-payment or another issue, it is your responsibility to communicate this to our support team so it can be resolved.

#### 4. PAYING BILLS ON TIME

- Timely Payments: Clients must pay their subscription fees on time, as outlined in the Billing & Legal section. If you are unable to pay on time, it is your responsibility to inform us through one of our three communication channels (email, ticket, or WhatsApp).
- Avoiding Penalty Fees: Failing to pay on time without notifying us will result in late penalty fees. It is up to you to ensure payments are made by the end of each month (30th or 31st) to avoid penalties.

#### 5. DOMAIN RENEWALS

- Client Responsibility: While **Spitfire Websites** and **SA Hosting** will make every effort to remind you to renew your domain, it is ultimately your responsibility to ensure timely domain renewals. We may send reminders via email or other communication channels, but technology can fail, and reminders are not guaranteed.
- Checking Domain Status: Clients must log into their Client Area to check the renewal status of their domains. All domains must be renewed before the expiration date to avoid service interruptions. Failure to renew a domain on time may result in the domain entering the redemption period, during which additional fees will apply to recover the domain.
- Liability: **Spitfire Websites** and **SA Hosting** are not liable for any domain expiration, service disruptions, or data loss due to missed domain renewals, even if a reminder was not received. It is the client's sole responsibility to monitor and renew their domains.

#### 6. UNDERSTANDING YOUR SUBSCRIPTION LIMITS & METRIC BILLING

- Data Usage: It is your responsibility to monitor your data usage by logging into the Client Area under the Services tab to ensure that you stay within your plan's data limits.
- Metric Billing: If you exceed your data limit and fail to monitor your usage, metric billing will automatically activate, and you will be charged for additional GBs used.

#### 7. SECURITY RESPONSIBILITIES

- Website and CPanel Security: It is the client's responsibility to secure their website and CPanel access. This includes:
  - Not sharing CPanel login details with unauthorized individuals.
  - Installing antivirus software on personal devices used to access the website.

If a breach occurs due to negligence (e.g., giving unauthorized access or failing to use antivirus software), **Spitfire Websites** and **SA Hosting** are not liable for damages.

- Security Support: If a client is unable to secure their environment, they are encouraged to reach out to **Spitfire Websites** or **SA Hosting** for assistance, which will incur additional charges. Failure to do so will result in the client being fully responsible for any breaches or security issues.

## 8. PROVIDING INFO FOR MANAGED SUBSCRIPTIONS

For Managed Subscriptions, where we build your website, it is the client's responsibility to provide all necessary information, such as:

- Logos
- Business details
- Content

Without this information, we cannot complete the service, and cancellation requests due to lack of communication or providing information will not be approved. You are responsible for actively communicating with us to ensure the build can proceed smoothly.

## 9. REVIEWING CONTENT & USAGE

It is your responsibility to regularly review your subscription and data usage in the Client Area. This ensures that you stay within your limits and avoid any unnecessary charges from metric billing. Failure to do so may result in overage charges.

## 10. UNDERSTANDING AND ACKNOWLEDGING THE TERMS

- Understanding Your Subscription: It is the client's responsibility to fully understand the terms of the deal they signed up for. If there are any uncertainties or questions about the subscription, the client is responsible for contacting **Spitfire Websites** or **SA Hosting** to seek clarification.
- No Babysitting Policy: **Spitfire Websites** and **SA Hosting** will not follow up with clients to explain every detail of their subscription after sign-up. Clients must take responsibility for understanding what they agreed to.

## 11. CONTENT AND OWNERSHIP CLAUSE

- Content Rights: As stated in the Billing & Legal section, clients acknowledge that all content created by **Spitfire Websites** or **SA Hosting** (including websites, designs, and plugins) remains the property of **Spitfire Websites** or **SA Hosting**. If a client cancels their subscription before 36 months, only the domain will be

available for transfer, and no content (including plugins) will be provided to the client.

- **Securing Data:** Clients are responsible for ensuring the safety of their data. While **Spitfire Websites** and **SA Hosting** offer backup services, it is ultimately up to the client to ensure they have proper backups in place.

## **12. BUSINESS OWNERSHIP TRANSFER**

- **Responsibility for Transfer:** If a client intends to sell their business or transfer ownership, they must communicate with **Spitfire Websites** or **SA Hosting** at least 2 months prior to the transfer to arrange the necessary changes.
- **Transfer Policy:** The client must notify us in writing, and our ownership transfer policy will be explained. If a client does not communicate with us regarding the transfer, all legal terms, subscription responsibilities, and data ownership remain with the original owner until the contract is cancelled. Failure to inform us about the transfer does not absolve the original owner of their contractual obligations, and they remain liable until proper transfer protocols are followed.

## **TERMS OF SERVICE 2024**

### **SECTION 3: BILLING & LEGAL TERMS**

#### **1. BILLING TERMS**

**SA Hosting** and **SpitfireWebsites.com** comply with the South African Consumer Protection Act (CPA) to ensure transparency and fairness in billing. By using our services, clients agree to the following billing terms:

- **Invoices:** Invoices are sent on the 20th of each month. Clients have 5 days to review and dispute any charges with our support team before the debit order runs.
- **Debit Orders:** Processed on the 25th of each month. Clients must ensure sufficient funds are available to avoid additional fees.
- **Subscription Payments:** Payments for subscriptions are due no later than the 30th or 31st of each month. A late penalty fee of R250 will apply for overdue accounts unless prior arrangements are made.
- **Service Suspension for Non-Payment:** If a client fails to pay their monthly bill, their services will be suspended, though billing will continue as usual. Services will only be reinstated after full payment.
- **Mass Payment Option:** Clients may prepay up to 3 months in advance through the Mass Payment option in the client area, avoiding monthly billing and late fees.

- **Immediate Effect Billing:** Billing begins immediately upon sign-up and continues until the cancellation process is completed, regardless of service usage.
- **Billing During Natural Disasters or Acts of God:** Billing will continue during events such as pandemics or natural disasters, and clients remain responsible for their fees.
- **Double Debit Refunds:** For double debits, clients must submit a stamped banking confirmation letter and a copy of their ID within 48 hours to receive a refund. Late submissions will result in credit applied to the client's account.
- **Account Termination & Removal for Non-Payment:** Accounts unpaid for over 2 months may be terminated. A reactivation fee of R1000 applies if reinstatement is requested after payment is settled.
- **No Refunds for Advance Payments:** Clients who cancel after making advance payments will not be refunded for any remaining period.

## 2. METRIC BILLING

Clients exceeding their plan's data limit will be subject to metric billing.

- **Data Limits:**
  - 90-Day Free Trial: 2GB
  - Website-Only Deal: 2.5GB
  - Hosting Deal: 5GB
- **Overage Fees:** Exceeding the data limit incurs additional charges on the next invoice. Clients must monitor usage to avoid unexpected charges.
- **Non-Payment & Service Suspension for Overages:** Late overage payments incur a R250 fee. Repeated non-payment may lead to service suspension.
- **Upgrade & Downgrade Terms:**
  - **Upgrade Fee:** Upgrading may incur a prorated fee.
  - **Downgrade Fee:** Downgrading incurs a prorated charge based on the old plan's cost.
  - **Excess Data Charges Upon Downgrade:** Clients who downgrade but exceed the new plan's data limit will be billed for overages.
  - **Data Overages After Downgrade:** Continued overages post-downgrade result in metric billing for extra data.

### 3. CANCELLATION TERMS

Clients may cancel their subscription anytime through the client area, with the following conditions:

- **Managed Subscriptions:**
  - **12-Month Contract:** Runs from February 20th to February 20th of the following year.
  - **Early Cancellation:** Clients who cancel before the contract term ends will be billed for the remaining months.
  - **No-Penalty Cancellation:** Clients may cancel without penalty by submitting a request on February 20th after the February bill is paid.
  - **Automatic Renewal:** Contracts renew automatically on February 20th. A 7-day cancellation window from February 20th to February 27th allows clients to prevent renewal.
  - **Conditions for Cancellation:** Cancellations must be submitted via the client area, meeting all no-cancellation policies.
  - **Acknowledgement of Terms:** Clients accept the contract terms by making the initial payment and clicking "I agree to all terms and conditions."
- **Self-Managed, Reseller, and Email Hosting Subscriptions:**
  - **30-Day Notice:** Required for cancellation, not permitted within the first two months.
  - **Immediate Cancellation with Final Payment:** Clients may pay one additional month's fee to end service immediately.
  - **End of Notice Period Cancellation:** A 30-day notice allows for cancellation at the end of the billing cycle.
  - **No Cancellations:** Cancellations are not accepted if required service information is missing, due to late fees, unpaid invoices, or if not submitted via the client area.
  - **No Refunds for Advanced Payments:** Advanced payments are non-refundable upon cancellation.

### 4. CLICK WRAP AGREEMENT

By clicking "I Accept" during sign-up, clients are providing their informed consent to all terms and conditions, carrying the same legal authority as a physical, handwritten signature. This type of agreement, known as a "click-wrap agreement," is fully recognized as legally binding in South Africa, with the same enforceability as a traditional, signed document ("wet ink" signature).

Our Terms and Conditions are available for review online at any time, ensuring transparency. Additionally, upon sign-up, an email with the terms will be sent for your records. By completing the payment for any subscription, you automatically confirm acceptance of all terms, policies, and guidelines associated with our services.

Please read the Terms and Conditions carefully. If you have questions or require clarification, it is your responsibility to reach out through our designated support channels. Our support team is available to assist with any concerns, but it is ultimately the client's duty to seek clarification prior to completing payment or accepting terms.

## 5. SERVICE USE AND LEGAL TERMS

- **Illegal Activities:** Activities such as hacking, spamming, or distributing pirated content will result in immediate termination without refund and may lead to legal action.
- **No Liability for Third-Party Damages:** Clients are liable for third-party actions on their accounts. Damages caused by third parties are the client's responsibility.
- **Data Loss & Downtime: Spitfire Websites and SA Hosting** are not liable for data loss or downtime. Clients are responsible for backups, and emergency downtime may occur without notice.
- **Acts of God & Force Majeure:** Billing obligations remain unaffected by natural disasters or other force majeure events.

## 6. HARDWARE RENTAL AGREEMENT

**Client Responsibility for Hardware Maintenance and Condition:** Clients renting hardware (such as servers, laptops, tablets, or other equipment) under rent-to-own or rental agreements with **Spitfire Websites** or **SA Hosting** are responsible for maintaining the equipment in the exact condition it was provided. This includes regular upkeep to prevent excessive wear and tear. The client must return the equipment in the same operational condition and physical state as initially provided. If any part of the equipment requires replacement or repair upon return due to damage, excessive wear, or misuse, the client will be billed for all repair, replacement, and upgrade costs necessary to restore the equipment to its original or improved state.

**Insurance Requirement:** Clients must ensure that rented equipment is fully insured against theft, natural causes, and accidental damage. In the event of loss or damage due to theft, fire, flood, or other causes, clients remain financially responsible for rental payments and associated fees until the item is fully paid off. Insurance claims are the sole responsibility of the client, and **Spitfire Websites** or **SA Hosting** bears no liability for the client's insurance arrangements or outcomes.

**Ownership and Repossession Rights:** All rented equipment remains the legal property of **Spitfire Websites** or **SA Hosting** until the full contractual amount, including penalties and fees, is paid. If the client fails to meet payment obligations, **Spitfire Websites** and **SA Hosting** reserve the right to repossess the equipment immediately. Repossession does not release the client from outstanding financial responsibilities, and the client is required to continue payment of penalties until the equipment is returned and fully accounted for.

**Shipping and Packaging Requirements for Returns:**

- **Client Responsibility for Shipping:** If the client is responsible for shipping the equipment back to **Spitfire Websites** or **SA Hosting**, they must ensure the product is properly packed to avoid damage. The client is required to use protective materials such as bubble wrap and must label the package with “**This Way Up**” and “**Do Not Stack**” stickers, as appropriate, based on the equipment’s nature.
- **Insurance on Shipped Items:** The client is required to insure the equipment for the full replacement value when shipping it back. This ensures coverage for any loss or damage that may occur during transit. **Spitfire Websites** or **SA Hosting** is not liable for damages incurred during shipping by the client, and any resulting costs will remain the client's responsibility.
- **Shipping Costs:** All shipping costs, including insurance, packaging, and any other related fees, are solely the responsibility of the client.
- **Shipping by Spitfire Websites or SA Hosting:** If **Spitfire Websites** or **SA Hosting** arranges the shipping, all necessary precautions (e.g., packaging, labeling, and insurance) will be taken care of, but the full cost of shipping will be billed to the client.

**Outstanding Balance and Repossession Policy:** If repossession occurs due to non-payment, the client is responsible for covering all associated costs, including but not limited to:

- **Shipping/Courier Fees:** The client must cover all costs associated with shipping the equipment back to **Spitfire Websites** or **SA Hosting**.
- **Upgrade/Replacement Fees:** If the equipment is returned in a condition requiring upgrades or replacements beyond normal wear, these costs will be billed to the client.
- **Legal Fees:** If legal proceedings are necessary to recover outstanding fees, the client is responsible for all legal costs incurred by **Spitfire Websites** or **SA Hosting**.
- **Penalties:** Penalties and interest will continue to accrue until the equipment is returned and received in acceptable condition by **Spitfire Websites** or **SA Hosting**. Payments will cease only upon confirmed receipt and inspection of the equipment at our office.

**Right to Terminate Agreement Without Notice:** **Spitfire Websites** and **SA Hosting** reserve the right to terminate any financial lease, rent-to-own, or rental contract without prior notice if they deem the client’s handling or maintenance

of the equipment unsatisfactory, or if contract terms are not upheld. This right to terminate includes repossession of the equipment and does not absolve the client of financial obligations, including remaining payments, penalties, shipping fees, or any costs associated with the return and restoration of the equipment.

**Refinancing and Repossession:** Once equipment has been repossessed, the client forfeits the right to refinance the equipment. Any potential refinancing arrangement after repossession will require a new contract, subject to the exclusive discretion of **Spitfire Websites** or **SA Hosting** and based on new terms and conditions.

**Client's Financial Responsibility for All Costs and Liabilities:** Upon repossession, **Spitfire Websites** and **SA Hosting** retain full rights to charge the client for:

- Remaining balance owed, including rental fees, penalties, and legal costs.
- All associated costs, including but not limited to shipping, legal fees, upgrade/replacement costs, and any other fees necessary to restore the equipment's condition.
- Costs related to pursuing legal action for unpaid amounts or breach of contract.

**No Obligation to Retain Repossessed Equipment:** **Spitfire Websites** and **SA Hosting** are not obligated to retain repossessed equipment. The equipment remains the property of **Spitfire Websites** or **SA Hosting** until the full balance, including penalties, interest, and fees, is paid by the client.

## 7. SECURITY & RIGHTS

- **Account Security:** Clients are responsible for securing their accounts.
- **Content Rights:** **Spitfire Websites** and **SA Hosting** own all content created or developed, including work by current or former staff. Content transfer requires written consent, and clients with over 3 years of service may request access, pending approval.

## 8. DATA RESTRICTIONS

Each hosting plan has data limits. If clients exceed their plan's limit, metric billing applies.

## 9. DATA LOSS & DOWNTIME

- **Data Loss:** Clients manage their own backups. **Spitfire Websites** and **SA Hosting** are not liable for data loss; backup services are available for a fee.
- **Downtime:** **Spitfire Websites** and **SA Hosting** are not liable for financial or operational losses from downtime.

## 10. RIGHT OF ADMISSION & SERVICE TERMINATIONS

**Spitfire Websites** and **SA Hosting** reserve the right to refuse service or terminate accounts due to client behaviour, non-compliance, or payment issues.

- **Termination Without Cause: Spitfire Websites** and **SA Hosting** may terminate accounts without cause. In such cases, we are not liable for data loss or other disruptions.

## 11. CONTENT RIGHTS

- **Ownership of Content: Spitfire Websites** and **SA Hosting** retain full ownership of all content created, including work by current or former staff. Content includes:
  - Visual assets (e.g., images, graphics, logos).
  - Website templates, layouts, and design elements.
  - Plugins, custom code, and tools.
  - Any intellectual property developed for Managed Deals.
- **Restricted Transfer:** Clients cannot transfer, sell, or assign **Spitfire Websites** or **SA Hosting** content without written consent.
- **Access to Content after Long-Term Service:** After 3 years in good standing, clients may request access to **Spitfire Websites** or **SA Hosting** content, subject to approval.
- **Content Access upon Cancellation:** Clients who cancel will retain access to their domain but not content owned by **Spitfire Websites** or **SA Hosting**, including text, images, plugins, and custom code.
- **Right to Modify or Remove Content: Spitfire Websites** and **SA Hosting** reserve the right to modify or remove any proprietary content at their discretion.

## 12. THIRD-PARTY SUPPLIERS

- **Prohibition of Transfer to Third-Party Suppliers with Outstanding Payments:** Clients are prohibited from transferring or re-registering domains with third-party providers while having outstanding payments or active contracts with **Spitfire Websites** or **SA Hosting**. Attempting to avoid financial obligations by moving services to another provider is a breach of contract.
- **Legal and Contractual Consequences:** Actions to transfer services without settling outstanding bills will be treated as a material breach, potentially leading to:

- **Claiming Damages: Spitfire Websites** and **SA Hosting** will claim damages for outstanding fees and costs incurred.
- **Requesting Specific Performance: Spitfire Websites** and **SA Hosting** may seek an injunction or court order to enforce payment obligations.
- **Notifying Third-Party Providers: Spitfire Websites** and **SA Hosting** reserve the right to notify other providers of unpaid obligations.
- **Reporting Fraudulent Conduct:** Attempts to evade payment may be reported as fraud.