

CAP PROGRAM

CAP TERMS AND CONDITIONS

AGREEMENT TO TERMS

When you enroll in any of our CAP Program Tier levels, you agree to the following terms and conditions.

You also agree to the terms and conditions of our website usage included in this document.

Terms and conditions are binding and will remain in effect as long as your CAP Program membership is active. If any terms or conditions are modified, you will be notified in writing via email.

PLEASE NOTE: Flat fee discount benefits in each tier option are only available to annual membership holders. Monthly memberships do not include this benefit.

PAYMENTS

All CAP Program memberships must be paid via our recurring, auto-pay option on our website. Our monthly and annual rates are subject to change at any time. If our rates change, you will be given a thirty (30) day advance notice prior to your next billing date via email.

Your billing cycle starts on the date of enrollment and will be automatically billed and charged every month from your enrollment date. Month is defined as “enrollment date through one day earlier in the following month of enrollment date”.

NON-PAYMENT

If payment is not received, cancelled, or declined, your CAP membership will be suspended from billing date and then for up to ten (10) days to resolve billing conflict, and then membership will be cancelled.

Any work already in progress during a ten (10) day suspension period will be completed at your CAP Program membership benefit pricing rate according to the tier in which you are currently enrolled. After a ten (10) day suspension period, and if your membership was cancelled due to non-payment, all rates will then be charged at our standard rate of \$165.00 per hour, or current hourly rate. We will require your written (email) permission to continue work at our standard rate.

You are responsible for any fees incurred to Ettinger Consulting resulting from any fees declined as NSF, “Non-sufficient Funds” or any other reason for your bank declining payment. Incurred additional fees beyond the monthly membership fee will be due Ettinger Consulting immediately.

MEMBERSHIP

You may change your membership level at any time. Please allow one (1) to two (2) business days for subscription change to take effect. If you step UP in tier level, you will be billed immediately for the additional balance and change in fees. Your new rate will be reflected on your next billing

cycle. If you step down in tier level, no refunds will be issued, and the new rate will take effect at your next billing cycle.

CANCELLATION

Any Tier plan must be cancelled no later than five (5) business days prior to the next billing cycle. No refunds will be given for early cancellation or for any other reason. If you choose to cancel, your membership will remain active up to, but not including your next scheduled billing date. To cancel, you must contact Ettinger Consulting Customer Service at cap@ettingerconsulting.com. No phone calls are permitted for cancellation of membership.

DEFINITION OF TERMS

CAP Program Benefits: Each benefit is a unit total for the entire company, not per “Point of Contact”.

Point of Contact: the person(s) you authorize Ettinger Consulting to speak with within your company. This person(s) will be communicating your comments/questions to Ettinger Consulting on your company’s behalf.

Hourly Fee: Work completed and tracked hourly for you by Ettinger Consulting and will be billed in ten (10) minute increments, rounding up. Hourly work must be authorized by you in writing (email) before any work begins. We will not start work without written (email) authorization from you.

Flat Fee: A separate contract with a set price for a specific project named in the additional contract. This contract will not nullify your CAP Program Membership, and any applicable discounts will be applied to the contract as long as you are a CAP Program Active Member.

Email Questions: Single questions asked to Ettinger Consulting via email by your company. If there are three (3) separate questions for differing topics, that will count as three (3) email questions. OR if there are three (3) questions related to the SAME topic, that will count as one (1) email question.

Example: Dear Ettinger Consulting, how do you add a calendar into Actionstep? How do we share that calendar? How do we send an email to a client about their billing?

This will count as two questions as one pertains to calendaring and one pertains to emailing.

Let’s Chat Meetings: These are thirty (30) minute meetings that can include phone and/or screen share meetings that discuss topics of your choice (one topic or as many as you can squeeze into thirty (30) minutes). You may book back-to-back Let’s Chat Meetings to lengthen the time of discussion, though a single Let’s Chat remains counted in thirty (30) minute increments. These must be scheduled via our website at www.ettingerconsulting.com. We do not conduct meetings or appointments on weekends, Mondays or any of the major Federal holidays. You can book as many Let’s Chat Meetings in a month as you want, though you will pay hourly rate for any that are beyond the scope of your CAP benefits

Coaching Sessions: These are sixty (60) minute coaching sessions for an individual or the entire team. This may include training on specific topics, new employee training, audit training, management training, process training, and general questions. You may book back-to-back Coaching Sessions to lengthen the time of discussion, though a single Coaching Session remains counted in sixty (60) minute increments. You can book as many in a month as you want, though you will pay hourly rate for any that are beyond the scope of your CAP benefits. These must be scheduled via our website at www.ettingerconsulting.com. We do not conduct meetings or appointments on weekends, Mondays or any of the major Federal holidays.