

Document

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APPENDIX A – T&C's**Enforcing T&C's**

The following applies to enforcing the “*Terms and Conditions*” to which the member has agreed where they pertain to “Prior Years/Months” Refunds. Please see below for examples of relevant T&C verbiage:

YOU WILL RECEIVE A FULL REFUND OF THE MEMBERSHIP FEE FOR THE CURRENT PAID MONTH. ANY FEES OR CHARGES INCURRED OTHER THAN THE MEMBERSHIP FEE WILL CONTINUE TO BE YOUR RESPONSIBILITY.

YOU WILL EITHER RECEIVE A PRO-RATED OR A FULL REFUND OF THE PAID ENROLLMENT FEE FOR THE THEN CURRENT YEAR DEPENDING UPON THE REFUND TERMS YOU AGREED TO AND (c) UNDER THE MONTHLY PAYMENT PLAN, YOU WILL NOT OWE ANY FURTHER FEES AND WILL NOT BE ENTITLED TO A REFUND OF PAST FEES CHARGED TO YOUR ACCOUNT.

YOU WILL RECEIVE A PRO-RATED REFUND OF THE PAID MEMBERSHIP FEE FOR THE THEN CURRENT YEAR. ANY FEES OR CHARGES INCURRED OTHER THAN THE MEMBERSHIP FEE WILL CONTINUE TO BE YOUR RESPONSIBILITY.

Note that, according to these T&C's, members are not eligible to receive refunds of “Past” or “Prior” fees.

Nevertheless, we do acknowledge that, in complying with our own “Best Practices,” there are reasons we would issue additional refund(s):

- Member states s/he called before to cancel but cancel wasn't entered.
 - ✓ Exception: Member accepted FBO.
 - ✓ Exception: Member states s/he agreed to keep the program.
- Member is considering canceling his/her credit card or calling the client.
- Member is considering contacting an attorney, the media, an attorney general or the Better Business Bureau.
- Member states there has been a death in the family or serious illness.
- Member mentions financial difficulties (i.e. bankruptcy, food stamps, lost job).
- Member is affected by a natural disaster (i.e. flood, tornado, and earthquake).
- Membership has “renewed,” is technically still in the “current” term, yet system will allow only an XR to refund membership fee.
- Bank Rep/Client requests prior refund
- Member states s/he had two charges on one bill, didn't know s/he had the program until seeing the statement, and the billing detail clearly supports that.
- If a parent says that the membership is in the name of his/her “minor” child, the membership should be canceled immediately and the requested refund given.

- *** When a member is transferred because s/he requested a prior period refund *quickly check to see if any prior period refund have been issued.*
- ✓ If prior period refunds have been issued, politely advised the member that s/he has already been issued additional refund(s) due to his/her special circumstances.

However, beyond the situations listed above, the member isn't eligible, nor should we issue, refunds for past or prior fees. Therefore, we will enforce the "Terms and Conditions" to which the member agreed. Please see the attached for the process/policy.

Enforcing "Terms and Conditions" ~ Process/Policy

1. Member requests refunds for prior or past fees. *
2. MSR warm transfers all members* (**see exception for Classmates.com*) who request priors.
 - MSR does not qualify member.
 - MSR does not reiterate T&C's.
 - MSR simply states after having given the call close: "Please hold while I transfer you to our "Billing Specialist," without giving any indication that request will or will not be honored.
3. If member is from California, New York, Minnesota, Florida, Missouri, Billing Specialist issues refunds as requested.

Clarification:

"Compliancy States" that require double refund if "Didn't Auth" proved:
 New York
 Minnesota
 Nebraska
 Florida

"Compliancy State" that doesn't require double refund if "Didn't Auth" stated:
 Missouri

T&C's Prior Fees Requested: If a member from California, New York, Florida, Minnesota or Missouri, has a complaint other than "did not authorize," Billing Specialist issues refunds as requested. (Provided by [REDACTED])
4. If member enrolled via Vistaprint MSR *does not transfer member*. MSR places member on hold, contacts CCR and Billing Specialist issues refunds as member requested. MSR then advises member that refunds have been issued as requested.
5. Billing Specialist confirms the reason for the request.
6. If the member uses "unauthorized" or "not authorized" in any way, the member is entitled to whatever refund he/she requests. For instance, "I did not authorize this," "This was unauthorized," "You didn't have my authorization," etc.

In the case of special states or use of "unauthorized" phrase, etc., give the member back only what he/she requests. Do not voluntarily refund – additional months or years that the member is not asking about, unless he/she specifically asks if they have been billed additional months or years. If the member says he/she wants "all" or "Everything" they've been billed, then, and only then would they get everything.

If the MSR states that the member said they "did not authorize," the CCR must still speak to the member before refunding.

A CCR can refund a current month charge, without speaking to the member, if the MSR's system doesn't allow the MSR to generate the refund or if it's a multiple membership cancel, where the member is requesting only the current month. Note: "Vista Print" member refunds remain the same, with the MSR not transferring the call and the CCR issuing the requested refunds and letting the MSR know that it has been done.

2. If reason is one listed below, Billing Specialist issues one prior refund, stating:

Because of your special circumstances, MR/MS _____, I am authorized to issue one prior fee."

- Member states s/he called before to cancel but cancel wasn't entered.
 - ✓ Exception: Member accepted FBO.
 - ✓ Exception: Member states s/he agreed to keep the program.
- Member is considering canceling his/her credit card or calling the client and/or disputing charge.
- Member is considering contacting an attorney, the media, an Attorney General or the Better Business Bureau.
- Member states there has been a death in the family or serious illness.
- Member mentions financial difficulties (i.e. bankruptcy, food stamps, lost job).
- Member is affected by a natural disaster (i.e. flood, tornado, and earthquake).
- Membership has "renewed," is technically still in the "current" term, yet system will allow only an XR to refund membership fee.
- Bank Rep/Client requests prior refund.
- Member states s/he had two charges on one bill, didn't know s/he had the program until seeing the statement, and the billing detail clearly supports that.
- If a parent says that the membership is in the name of his/her "minor" child, the membership should be canceled immediately and the requested refund given.

- * No matter how many "special circumstances" (from the approved list) that the member qualifies for, he/she receives only "one" extra refund. After that refund, follow T&C guidelines.

*** When a member is transferred because s/he requested a prior period refund quickly check to see if any prior period refund have been issued.

- ✓ If prior period refunds have been issued, politely advised the member that s/he has already been issued additional refund(s) due to his/her "special circumstances."

3. If member insists on more, issue one refund, then refer to # 9

4. If reason not included in those listed above, Billing Specialist states:

MR/MS _____, due to the terms and conditions of the program to which you agreed, at the point of cancellation you are only entitled to a refund of the then current fee. I see on the file that this has already been refunded. As mentioned, please note that your membership has been cancelled and going forward you will no longer be billed. My name is _____ and ID is _____ and I'd like to thank you for calling Membership Savings. Have a pleasant day.

If member still wants prior refund:

The terms to which you agreed stated that upon cancellation you would not be entitled to a refund of any past fees. We do include our telephone number with all of our charges to rectify these issues in a timely manner. I see that previously there have been no calls in regards to this membership for cancellation. If there are any other issues you'd like me to take care of, I'll be more than glad to do that for you. Again, my name is _____ and ID is _____ and I'd like to thank you for calling Membership Savings. Have a pleasant day.

If member still wants prior refund:

To resolve this situation, I will authorize x# additional refunds for a total of x# refunds. These refunds should appear in your account within 3-5 business days. Again, my name is _____ and thank you for calling Membership Savings

5. When you have reached the 3rd step of the T&C scripting, this is where you would be negotiating with the member. You must try and save as many charges as you can without having the member feel the need to call back and speak to someone else. You must use your judgment and keep in mind your goal of 38% refund.

Basic Negotiating Tips

We all negotiate in our personal and professional lives. We negotiate when we go to a garage sale, or when we want to do something different at work, or when we are dealing with members of the public.

Sometimes it's easy to negotiate, but other times, when we have a great deal at stake or we are upset, the task can be intimidating or difficult.

We are going to talk about some tips to effective negotiating that can help you work more effectively with your customer, co-workers, and boss. They are also applicable to other interpersonal situations.

Overview of The Negotiating Process

Negotiating is the process by which two or more parties with different needs and goals work to find a mutually acceptable solution to an issue. Because negotiating is an inter-personal process, each negotiating situation is different, and influenced by each party's skills, attitudes and style. We often look at negotiating as unpleasant, because it implies conflict, but negotiating need not be characterized by bad feelings, or angry behavior. Understanding more about the negotiation process allows us to manage our negotiations with confidence increases the chance that the outcomes will be positive for both parties.

Barriers To Successful Negotiation

Viewing Negotiation As Confrontational

Negotiation need not be confrontational. In fact, effective negotiation is characterized by the parties working together to find a solution, rather than each party trying to WIN the contest of wills. Keep in mind that the attitude that you take in negotiation (i.e. hostile, cooperative) will set the tone for the interaction. If you are confrontational, you will have a fight on your hands.

Trying to Win at All Costs

If you "win" there must be a loser, and that can create more difficulty down the road. The best perspective in negotiation is to try to find a solution where both parties "win." Try not to view negotiation as a contest that must be won.

Becoming Emotional

It's normal to become emotional during negotiation, however; it is important that we remember that as we get more emotional, we are less able to channel our negotiating behavior in constructive ways. It is important to maintain control.

Not Trying to Understand The Other Person

Since we are trying to find a solution acceptable to both parties, we need to understand the other person's needs and wants, with respect to the issues. If we don't know what the person needs or wants, we will be unable to negotiate properly. Often, when we take the time to find out about the other person, we discover that there is no significant disagreement.

Focusing On Personalities, Not Issues

Particularly with people we don't like much, we have a tendency to get off track by focusing on how difficult or obnoxious the person seems. Once this happens, effective negotiation is impossible. It is important to stick to the issues, and put aside our degree of like or dislike for the individual.

Blaming The Other Person

In any conflict or negotiation, each party contributes, for better or worse. If you blame the other person for the difficulty, you will create an angry situation. If you take responsibility for the problem, you will create a spirit of cooperation.

Some Negotiation Tips

Solicit The Other's Perspective

In a negotiating situation, use questions to find out what the other person's concerns and needs might be. You might try:

What do you need from me on this?

What are your concerns about what I am suggesting / asking?

When you hear the other person express his/her needs or concerns, use listening responses to make sure you heard correctly.

For example: *So, you are saying that you are worried that you will continue to be billed ... is that right?*

If I have this right, you want to make sure that you are cancelled and all the refunds you are entitled to have been issued?

Prepare Options Beforehand

Before entering into a negotiating session, prepare some options that you can suggest if your preferred solution is not acceptable. Anticipate why the other person may resist your suggestion, and be prepared to counter with an alternative.

Don't Argue

Negotiating is about finding solutions ... Arguing is about trying to prove the other person wrong. We know that when negotiating turns into each party trying to prove the other one wrong, no progress gets made. Don't waste time arguing. If you disagree with something, state your disagreement in a gentle but assertive way. Don't demean the other person or get into a power struggle.

Conclusion

Negotiating is a complex process but one worth mastering. If you keep in mind that you are responsible for the success or failure of negotiation, and if you follow the tips above, you will find the process easier.