

## **FULFILLMENT POLICY**

# These policies will aid users to determine how iNcarnate LLC. fulfills orders.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice, and all Agreements: "Client", "You" and "Your" refers to you, the person who logs on to this website and is compliant with the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of the provision of the Company's stated services, in accordance with and subject to, prevailing law of the United States. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

# **Fulfillment Policy**

At **iNcarnate LLC.**, we ensure that the services we provide are prepared with excellence. Customer satisfaction is our utmost priority. We work to resolve all complaints, issues and concerns to the best of our ability, to the benefit of all parties. This Fulfillment Policy (the "Policy") informs you about our delivery policy and the rules and guidelines relating to the refunds for services purchased on our website. Please read this Policy carefully to understand your rights and also understand the requirements for the refund.

# **Delivery Policy**

At **iNcarnate LLC.**, we sell virtual products, coaching, consultation and rendered services. We deliver our products to users via Emails, Facebook

Messenger, Instagram Messenger, Zoom, Google, Asana, etc. as it suits your business or project.

# **Portfolio Usage Rights**

**iNcarnate LLC.** reserves the right to display any finished product on our website, social media and/ or other platforms as our portfolio for marketing purposes.

# **Billing**

## **INVOICES**

All invoices are payable upon receipt. Any invoice not paid within 10 days of receipt ("Grace Period") will be subject to a monthly service charge of an additional fee payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. You shall be responsible for all collection or legal fees necessitated by lateness or default in payment. iNcarnate LLC. reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

## **CANCELLATION POLICY**

**iNcarnate LLC.** operates as a business and we expect CLIENTS to understand and respect our policies. Our goal as a brand marketing agency is to bring high value experiences for all CLIENTS. Therefore, we require payments to be made on time with respect to the services offered to the CLIENT.

THIS IS OUR REFUND AND CANCELLATION POLICY. BY HIRING **iNcarnate LLC.** FOR SERVICES YOU ARE BOUND BY THIS AGREEMENT AND YOU AGREE TO ABIDE BY OUR POLICIES.

## **Web & Brand Development**

Web design and brand development projects require extensive resources, research, time, and internal expenses. Therefore once a payment or deposit is made, it is non-refundable. If a project gets canceled, delayed, or postponed by

the CLIENT, then all monies paid will be retained by **iNcarnate LLC.** and if applicable, an additional cost will be charged to the CLIENT for all work completed beyond what was already paid for. No exceptions.

## **Social Media Marketing & Internet Marketing**

Payments for Social Media Marketing or any of our Internet Marketing services are non-refundable, even if a fee was paid in advance. Once a payment or deposit is made, there are no exceptions to our refund policy.

## **Styling, Setup & Designer Fees:**

Deposits and payments are applied directly to expenses incurred by **iNcarnate LLC.** in the setup phase of any Social Media Styling, Design, Setup, Internet Marketing campaigns and other design projects and are non-refundable.

#### COMMUNICATION

We strive to keep open communication throughout the project duration. Lack of communication on behalf of the client can result in delays, cancellation or termination. No contact after 15 business days will result in termination of project/contract. No refunds will be provided for and all funds accrued will be forfeited.

# **Discrepancies**

All CLIENTS will receive an invoice for all projects and services prior to beginning any work. Payments are accepted via credit/debit card or PayPal. Claiming that you didn't provide your card or payment info or that you are not aware of such charges is illegal and fraudulent.

Requesting a chargeback or opening a dispute for a valid charge from us is fraud. Chargebacks are never a legal or appropriate means of obtaining a refund. All disputes will be challenged by our lawyers with sufficient evidence from our records.

If any chargeback or payment dispute is caused by CLIENT to a bank or credit card company, then CLIENT services and/or projects will be suspended and in some cases, all work will be undone (reversed) without notice. Furthermore, the amount of the chargeback fee will be issued to the CLIENT (to recover any fees passed on to us by the credit card company).

In Addition, any outstanding balances accrued as a result of the chargeback(s) will have to be paid in full before we restore service, deliver any files, or commence any work.

### FRAUDULENT ACTIVITY

Requesting a chargeback or opening a dispute for a valid charge from us is fraud. Chargebacks are never a legal or appropriate means of obtaining a refund. All disputes will be challenged by our lawyers with sufficient evidence from our records.

### MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

**iNcarnate LLC. reserves** the right to disable and terminate a user's account, services, or contract if a user is found in violation of our terms and policies. Termination due to policy violations will not be refunded.

#### **PRIVACY**

Please read and make sure you fully understand our Privacy Policy.

<u>www.iNcarnate247.com</u> (the "Site") is owned and operated by **iNcarnate LLC**. We can be contacted at:

TheCreatives@iNcarnate247.com 404.585.8479 Atlanta, GA

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