

PAYMENT AGREEMENT



Membership payments and Partner Program Activation fees: Membership payments and Partner Program Activation fees are fully refundable within 14 days of payment, but are never transferable. Refunds must be requested to incruises.com/support. The email must come from your current email on our system and include your full name, mobile telephone number and reason for the refund request. You must receive email confirmation from us as proof that your email was received by us in a timely manner.

I. ACCEPTANCE OF TERMS

Payments made by you to INCRUISES® INTERNATIONAL LLC, or in the case of Puerto Rico residents INCRUISES PUERTO RICO LLC, hereinafter referred to as "**we**", "**us**", "**our**", "**inCruises**", or the "**Company**", its subsidiaries, agents and affiliates, are subject to the following Payment Agreement (hereinafter referred to as this "**Agreement**"). The Company may process and accept your payment(s) via one or more entities as shown here: www.incruises.com/payment_terms, and regardless of how your payment was processed, your contractual relationship is with INGROUP INTERNATIONAL LLC d/b/a INCRUISES INTERNATIONAL LLC, except for residents of Puerto Rico who contract with INCRUISES PUERTO RICO LLC. inCruises reserves the right to update this Agreement at any time without notice to you.

II. PURCHASES

When confirming a payment or transaction with inCruises, you agree and hold full responsibility for paying the full amount for that transaction. A part of the payment or transaction may include taxes, shipping costs, or other similar fees. Although some of the products and services on the inCruises website are provided by third-parties, inCruises will work with you in order to make sure you are happy with the products and services provided on the website. However, as it may be difficult or impossible to determine the nature and complexity of transactions in general prior to your request for a refund, full or partial refunds and the amount of each refund will be at the sole discretion of inCruises. For more information, please see **Section V**, below.

If you purchase products or services from inCruises and your payment method fails or your account is past due, inCruises may take steps to collect past due amounts using other collection mechanisms. You agree to pay all expenses associated with such collection, including reasonable attorneys' fees. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum.

III. PAYMENT INSTRUMENTS

inCruises may accept one or more payment instruments, including, but not limited to, credit cards, debit cards, direct debits, e-checks and wire transfers (hereinafter referred to as the "**Payment Instrument**"). When you disclose a Payment Instrument to inCruises in relation to a financial transaction, you are representing and warranting to inCruises that you have the necessary rights required to use the Payment Instrument to pay for the financial transaction in full. inCruises reserves the right to store information related to the Payment Instrument associated with a financial transaction. inCruises will charge one or more Payment Instruments disclosed by you for the full amount of a financial transaction before you are provided access to the products and/or services related to the financial transaction.

If the Payment Instrument is a credit card or debit card, inCruises reserves the right to pre-authorize the financial transaction for the full amount. Once the financial transaction is complete, the full amount will be charged to the Payment Instrument.

IV. ACTIONS AND TERMS

You agree to authorize inCruises, using third parties directly or indirectly, to make any inquiries that inCruises considers necessary at inCruises' discretion pertaining to your identity and creditworthiness. You also agree to submit to any payment verification protocols that are requested by inCruises in order to verify your payment. inCruises may terminate your transaction if inCruises believes that the transaction violates the terms of this Agreement or inCruises believes that the transaction may result in financial loss. inCruises may place a delay on a payment for a period of time, limit payment sources for a transaction, and limit your ability to make a payment or deactivate your account if inCruises believes doing so may prevent financial loss. inCruises may contact your payment source issuer, law enforcement, or impacted third parties and share details of any transactions you have participated in if inCruises believes doing so may prevent financial loss or a violation of law.

inCruises reserves, at its sole discretion or as otherwise required by law, the right to contact law enforcement agencies in situations where inCruises cannot verify your identity or creditworthiness related to a financial transaction and believes a crime or misdemeanor may be taking place. inCruises, at its sole discretion, may cancel any financial transaction it believes is in violation of any of its Terms of Service, Privacy Policy, this Agreement or any other agreement associated with a financial transaction.

inCruises further reserves the right, at its sole discretion, to take any necessary steps to collect past due amounts from you, including expenses associated with collections, attorneys' fees and interest. Interest will accrue on any past due amounts at the rate of the lesser of 1% per month or the lawful maximum.

V. DISPUTES

If you believe that an unauthorized, illegal, or otherwise problematic transaction has occurred under your account, you agree to notify inCruises immediately. To the fullest extent permitted by law, you waive all claims against inCruises related to payments unless you submit the claim to inCruises within 14 days after the charge. You are responsible for and agree to reimburse inCruises for all fees, fines, penalties, costs and other liabilities incurred by inCruises that were caused or arose out of payments that you authorized. If you enter into a transaction with a third party and have a dispute over the goods or services you purchased, inCruises has no liability for such goods or services.

inCruises may provide notices to you by sending you a message through inCruises' website, products and/or services, or by sending them to an email address you previously provided to inCruises. These notices shall be considered received by you within twenty-four (24) hours of the time posted.

You must send notices to us relating to financial transactions by contacting us at incruises.com/support. The Payment Agreement in place at the time you confirm a financial transaction will govern that financial transaction. No remedies exist to you for the failure of inCruises to allow for you to complete a financial transaction at any given time.

VI. FEES

Some of the services provided by inCruises may require a fee for usage. Services requiring a fee may only be available to a user if their account is in good standing and all associated fees are prepaid in advance.

VII. EARNINGS

Any monies you earn through our Partner Program must be withdrawn or utilized during the period you are enrolled as a Partner of inCruises. inCruises may provide one or more methods for withdrawing revenue. inCruises is not required to offer a method that is convenient or in any particular way accessible to you.

VIII. LIMITATION OF LIABILITIES; WARRANTY DISCLAIMER

No warranty is provided by inCruises for any product or service provided by or sold on or through inCruises' website, products or services. In no event shall inCruises, its representatives, agents, or assigns be liable for any special, consequential or indirect damages or any damages whatsoever resulting from the loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of inCruises' website, products or services. If you are a California resident, you acknowledge and waive any rights you may have under California civil code §1542, which says: **"a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

IX. OTHER

You are only allowed to complete a financial transaction in accordance with this Agreement if you are over the age of eighteen (18) years of age or have the express permission and involvement of a parent or legal guardian who must accept the terms of this Agreement on your behalf. In this event, your parent or legal guardian assents and agrees to all terms of this Agreement and any other related agreement associated with the financial transaction.

Some countries may restrict or forbid your ability to complete a financial transaction with inCruises. Nothing in this Agreement overrides or circumvents applicable international or foreign laws. inCruises reserves the right, at its sole discretion, to cancel any financial transaction that may run afoul of said international or foreign laws.

Any commitment required by inCruises' [Terms of Service](#), [Privacy Policy](#) or other agreement shall also apply to this Agreement. In the event of a conflict, the terms of this Agreement shall prevail.