



PAYMENT TERMS & CONDITIONS

By engaging ELEVARE Business Development LLC, dba ELEVARE Lab Solutions (“ELEVARE”) for professional, fractional operational, consulting, or business support services, the Client agrees to the following Payment Terms & Conditions.

1. PAYMENT TERMS

All fees are quoted in U.S. Dollars and are based on the scope of services outlined in the applicable proposal, engagement agreement, invoice, or other written agreement between ELEVARE and the Client.

Unless otherwise stated in writing, payment is due according to the terms stated on the applicable invoice.

ELEVARE reserves the right to require payment in advance for certain services, projects, or initial engagements.

For monthly support packages, services are billed monthly in advance. The monthly fee reserves the agreed level of support and availability for the Client during the applicable billing period.

2. INITIAL DISCOVERY & ASSESSMENT

ELEVARE may require an Initial Discovery & Assessment before beginning ongoing fractional operational support or certain project engagements.

The Initial Discovery & Assessment is a separate paid service and does not guarantee that ELEVARE will enter into an ongoing engagement with the Client.

The assessment fee, scope, and applicable service limitations will be communicated to the Client before the assessment is scheduled.

3. MONTHLY SUPPORT PACKAGES

Monthly support packages are based on the level of support and availability outlined in the applicable agreement.

Unused hours or support capacity do not automatically carry forward to the following month unless specifically agreed to in writing.

Services requested outside the scope or level of the Client’s monthly package may be billed separately or may require an adjustment to the Client’s monthly package.

ELEVARE may modify or recommend changes to a Client’s service package when the Client’s needs, scope of work, or level of support materially changes.

4. PROJECT AND ADDITIONAL SERVICES

Services outside the agreed scope of a monthly package may be provided on a project or hourly basis as agreed upon in writing.

ELEVARE will communicate applicable fees and scope before beginning additional work whenever reasonably possible.

Client approval may be required before additional billable work is performed.

5. LATE PAYMENTS

Past due balances may be subject to a late payment charge of 1.5% per month, or the maximum amount permitted by applicable law, whichever is less.

ELEVARE reserves the right to suspend services, withhold deliverables, or terminate an engagement if an account becomes delinquent.

The Client may also be responsible for reasonable costs incurred in collecting overdue amounts, to the extent permitted by law.

6. CANCELLATION AND TERMINATION

Monthly engagements may be cancelled in accordance with the notice requirements stated in the applicable service agreement.

Unless otherwise agreed in writing, fees already paid for services, reserved capacity, or work performed are non-refundable.

Either party may terminate an engagement for material breach, including failure to make timely payment.

Upon termination, the Client remains responsible for payment of all services performed and approved expenses incurred through the effective date of termination.

7. EXPENSES AND THIRD-PARTY COSTS

Unless otherwise stated in writing, ELEVARE's service fees do not include third party expenses, travel outside the agreed service area, shipping, filing fees, software or subscription costs, professional fees, or other costs incurred specifically on behalf of the Client.

Any material third party expense requiring Client approval will be communicated in advance whenever reasonably possible.

8. TAXES

The Client is responsible for any applicable taxes, governmental fees, or other charges associated with the services, except for taxes imposed on ELEVARE's net income.

9. PAYMENT METHODS

ELEVARE may accept payment by credit card, debit card, ACH, check, or other payment methods made available to the Client.

Credit card or other payment processing fees may apply where permitted by law and will be disclosed to the Client when applicable.

10. DISPUTED CHARGES

Any billing dispute must be submitted to ELEVARE in writing within ten (10) business days of the applicable invoice date and should include a description of the disputed charge and the reason for the dispute.

The Client remains responsible for all undisputed amounts while a billing issue is being reviewed.

11. NO GUARANTEE OF BUSINESS RESULTS

ELEVARE provides professional operational and business support based on the information, circumstances, and scope of the engagement.

ELEVARE does not guarantee specific financial, operational, revenue, cost savings, business acquisition, or other business results.

12. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

13. CHANGES TO THESE TERMS

ELEVARE reserves the right to update these Payment Terms & Conditions from time to time. Any material changes applicable to an existing Client engagement will be communicated as appropriate.

14. AGREEMENT

By engaging ELEVARE for services, submitting payment, or continuing an existing engagement after receiving these Terms and Conditions, the Client acknowledges and agrees to be bound by these Payment Terms & Conditions and any applicable proposal, service agreement, or statement of work.

15. BILLING AND PAYMENT

All payments for services provided by ELEVARE Lab Solutions are payable to **ELEVARE Business Development, LLC**, doing business as **ELEVARE Lab Solutions**.

Invoices will identify the applicable payment instructions and accepted payment methods. Clients should make payments only according to the instructions provided on the official ELEVARE invoice.

ELEVARE is not responsible for payments sent to an unauthorized account or using payment instructions that have been altered or provided outside of an official ELEVARE communication.

16. QUESTIONS REGARDING THESE TERMS

Questions regarding these Payment Terms & Conditions, invoices, or payment arrangements may be directed to:

Jennifer LaCharite

President, ELEVARE Lab Solutions

Phone: 949-412-8472

Email: jen@elevarebd.com