# **CHARGEBACK TEMPLATE:**

# For

**CUSTOMER NAME**: Steven Meheen

TRANSACTION ID: ch\_1I8Ta7JpVNdiySdxmFn7RvYE

**PROJECT NAME**: Element

**REASON CODE**: 13.6 Credit Not Processed

Merchant Name: Digitaliconix

Merchant Name: Digitaliconix Transaction Date & Time: Jan 11, 2021 10:49 AM Chargeback Date: Feb 11, 2021 5:21 AM **Transaction ID**: ch 118Ta7JpVNdiySdxmFn7RvYE

Credit Card Type: Visa

**Transaction Amount: \$1,568** Reason: 13.6 Credit not processed Credit Card Number: •••• 1054

We hereby submit this response to the above referenced chargeback and request a reversal for the following reason(s):

### THIS PURCHASE MEETS ALL VISA/MC GUIDELINES FOR AN AUTHORIZED CHARGE.

The customer provided their consent for this billing and is currently benefiting from this charge.

- The customer was provided with proper disclosure of a cancellation/refund/renewal policy. Please reference attached documents (e.g., "Electronic Signature" and "Terms and Conditions") to prove the fact that this transaction as contingent upon their specific acknowledgement, approval, and agreement with, the terms and conditions related to this offer
- The customer was made aware of the refund policies for online orders in accordance with MC/VISA Operating Regulations Vol. I, 5.2.R.4a which requires that the Merchant's refund policy be communicated to the customer during the order process and require the customer to select "click to accept" or the affirmative button to acknowledge the policy. Please note the page attached herein for a copy of this requisite action as a contingency for ordering.
- Customer was provided with notice from the Merchant at least 10 days prior to the billing additionally, they were given the opportunity to cancel their account at any time and prevent continuing renewal from taking course. Visa mandates that the customer is able to cancel at a NY time. Per Visa and MC, Cancellation requests take effect immediately (not retroactively affecting past transactions).
- Customer is STILL BENEFITING from the product they received in exchange for this transaction

#### **Case Summary**:

According to our records, Steven Meheen came aboard our website on January 12, 2021. He visited our website and purchased our Diamond Package - \$595, Logo Copyrights - \$199, Business Card Designs -\$25 and Letterhead design services - \$19 and the total amount that he paid was \$838.

The Diamond Package consisted of the following features:

# **Diamond Package:**

- Unlimited Logo Concepts
- Unlimited Revisions
- 5 Page Website (WordPress)
- FREE Icon Design
- FREE Grayscale Format
- FREE Color Options
- FREE File Formats (JPEG, PNG, PDF, PSD, EPS, AI, TIFF)
- FREE Social Media Banner

- FREE 21 Logo Sizes
- 6 Creative Designers
- Dedicated Account Manager
- Fastest Turnaround Time

After receiving his information, one of our representatives contacted him for further discussion over his requirements. He elaborated his requirements to us and thereafter, he upgraded his order and purchased 2 Years hosting plan for \$720 along with 10 business emails for \$10. Thus, the total cost went up to \$1,568 and after he paid for the additional services, we forwarded him a combined invoice for all the purchases which he made and proceeded with working over his project.

On January 12, 2021, we forwarded him the initial sample designs of his logo and requested him to forward us his feedback. He did contacted us back but he was not very impressed with our efforts. Hence, we contacted him and discussed over his requirements and after noting down the changes, we proceeded with revising his logo design. On January 15, 2021, we forwarded him the updated samples of his logo designs and waited for his feedback. However, he was still not satisfied and demanded a revision. So, we instructed our team of designers to work as per Steven's guidance and forwarded him the revised version of his logo designs on January 18, 2021. Yet again, he was still not pleased with our efforts so in order to meet up to his expectations, we initiated our revision process and forwarded him the updated files on January 19, 2021.

After forwarding him the revised files, we waited for his feedback but as soon as he contacted us back, the response was still the same and he showed dissatisfaction towards those samples as well. Therefore, one of our senior resources coordinated with him. He had a detailed discussion with him over his requirements and thereafter, after getting a detailed elaboration from him over his desires we forwarded him the updated designs with the website layout on January 21, 2021. He then involved one of his team members for his website project and his team member approved the website layout on January 26, 2021. We kept working over his logo design and in the meantime, we also kept him updated over his website design and forwarded them the demo link on January 28, 2021. On February 5, 2021, they forwarded a PowerPoint file as an example for the content of his website. They gave us multiple options to choose from, therefore our team worked as per those options and we forwarded them the updated demo link on February 8, 2021. During the time we worked on their website, they also requested multiple revisions over the logo design and we forwarded them the last revised logo design on the same day i.e. February 8, 2021.

Later on the same day, he responded back to us with his feedback and stated that, he was not satisfied at all with our efforts and demanded a full refund. Thus, we apologized for the inconvenience that he faced and explained him that to begin with, he kept requesting revisions over his logo design but never actually explained us that how exactly did he wanted us to proceed with working over them. On top of that, Steven's team mate approved the website layout and asked us to proceed with working over its development but on the other hand, Steven himself was not satisfied with that even. Besides that, as per our pre-advertised terms and conditions that they agreed upon placing the order, it clearly stated that,

"Go Design Inc.'s refund policy will be nil if;

You have demanded revisions.

FOR ANY ISSUES OR ADDITIONAL DETAILS NEEDED, PLEASE CONTACT US BY EMAIL

- The client will not be entitled to any refunds after 15 days, from the date of purchase.
- Services including but not limited to Social Media, SEO, Domain Registration and Web Hosting are not entitled to refunds under any circumstances.
- In case of websites, refunds will not be entertained once the client has approved the layout design and the website is sent for development."

For further reference to our **TERMS & CONDITIONS**, please visit the below mentioned link:

# https://www.godesignsinc.com/terms-conditions/

Henceforth, we would appreciate it if this dispute could be reverted as we tried our best to satisfy Steven's requirements but, he was not willing to cooperate with us and on top of that, we have mentioned screenshots below of our conversation with him as a proof of our efforts to satisfy him.

Furthermore, we would highly appreciate your cooperation over this, as this dispute is filed under the reason as "CREDIT NOT PROCESSED" and we never committed a refund to him over calls or emails. Therefore, your consideration over this would be extremely appreciated.

Thank You.

**Note**: The chat, email, and other correspondence with the customer are mentioned below in chronological order

# BILLING ADDRESS FOR CUSTOMER ON RECORD / SHIPPING ADDRESS FOR CUSTOMER ON RECORD

Customer First Name: steve Customer Last Name: meheen

**Customer Email**: smeheen@elementresources.com

Phone Number: 8328686322

Address: 914 Main St City / Country: Houston, US

State: Texas Zip Code: 77002 Customer First Name: Steve
Customer Last Name: Meheen

Address: 914 Main St

City / Country: Houston, US

State: Texas Zip Code: 77002

## **Customer Authorization Notes:**

- 1. As of today's date, we have no proof any approved cancellation request prior to this charge
- 2. Billing & Shipping Information match
- 3. Identification details of the customer were verified through Melissa Data (geo identity verification)
- 4. Verified I.P. (Internet Protocol) Address from their computer where they redeemed this service matches their geo-location.
- **5.** Confirmed Delivery Confirmation Receipt with AVS match of card holder's name, address and zip code.

#### Historical Detail Related to Cardholder:

Below are the related details researched and discovered that relate to the communication history of this customer on record. Please be advised that recorded activities are maintained within the merchant's customer relationship management software and exist in physical form as additional tactical supporting evidence

#### **CHARGEBACK REASON: 13.6 Credit Not Processed**

The customer claims that the purchased product was returned or the transaction was otherwise canceled, but you have not yet provided a refund or credit.

**Required to overturn dispute:** Demonstrate that you've issued a refund to your customer through other means or that they aren't entitled to one. You can't issue one while a payment is being disputed. If you believe that they were entitled to a refund that you didn't provide, you can accept the dispute.

**How to respond:** The first thing you should do is contact your customer. If you understand what their complaint is, you may be able to explain the misunderstanding or resolve it. If you're able to resolve the issue with your customer, you can ask that they withdraw the dispute.

In addition to the following evidence, your submission should include correspondence with the cardholder saying they would withdraw the dispute, and a written statement from their card issuer confirming that the dispute has been withdrawn.

# Invoice:



Billing Department

**INVOICE** 

#### From:

E: info@godesignsinc.com W: www.godesignsinc.com P: +1 (213)587-6816

#### Bill to:

Steve Meheen

P: +1(832)868-6322

E: smeheen@elementresources.com

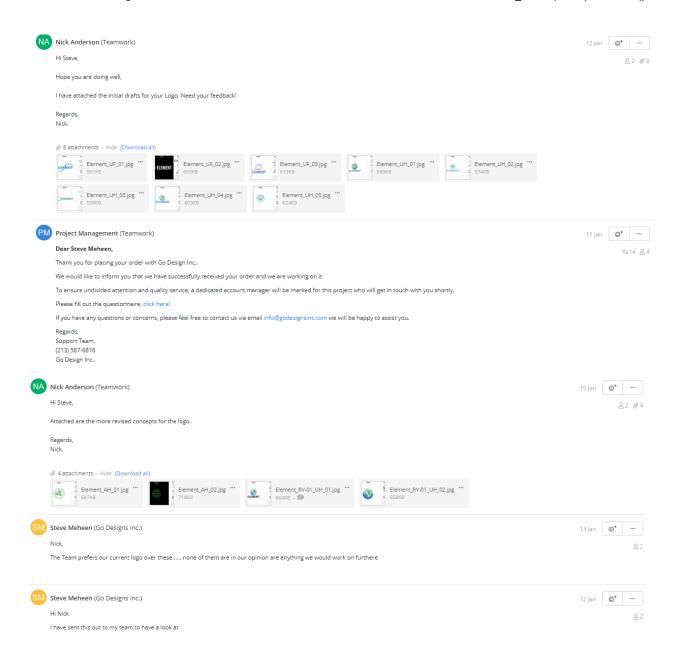
**TOTAL** \$1568.00

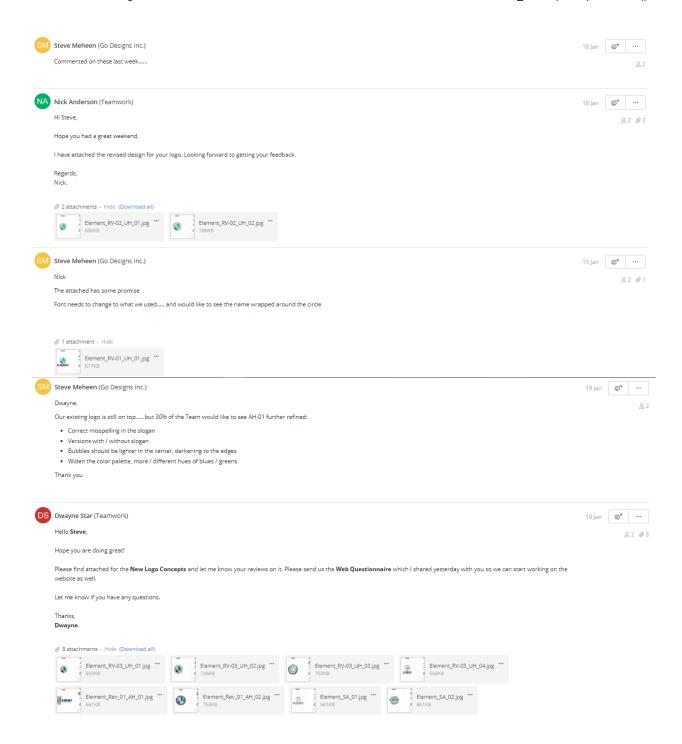
Category: Design Services

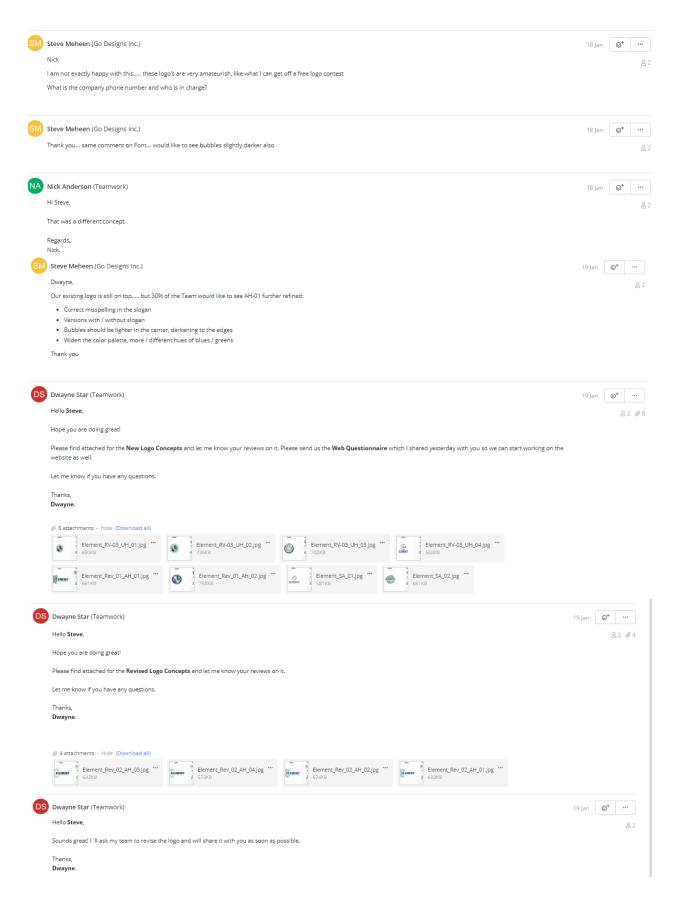
Invoice No.GO-00001912

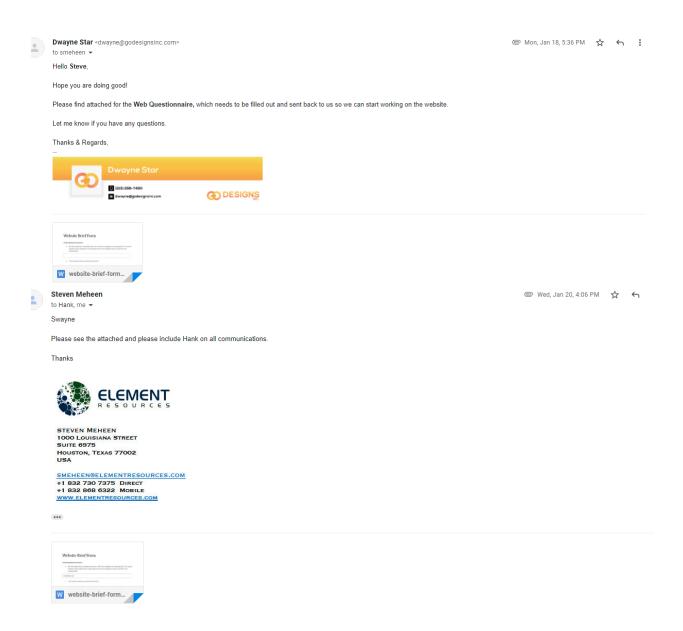
For The Month: 11 January, 2021

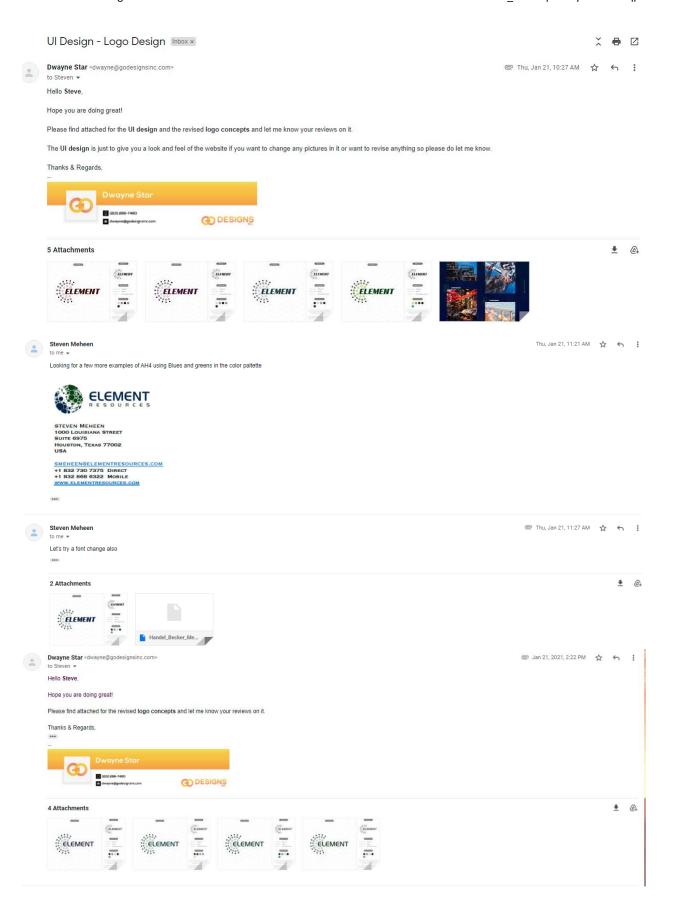
#	Services	Price
01	Diamond Package	\$595.00
02	Logo Copyrights	\$199.00
03	Business Card	\$25.00
04	Letter Head	\$19.00
05	2 Year Hosting	\$720.00
06	10 Emails	\$10.00
Total (\$) 1568.00		

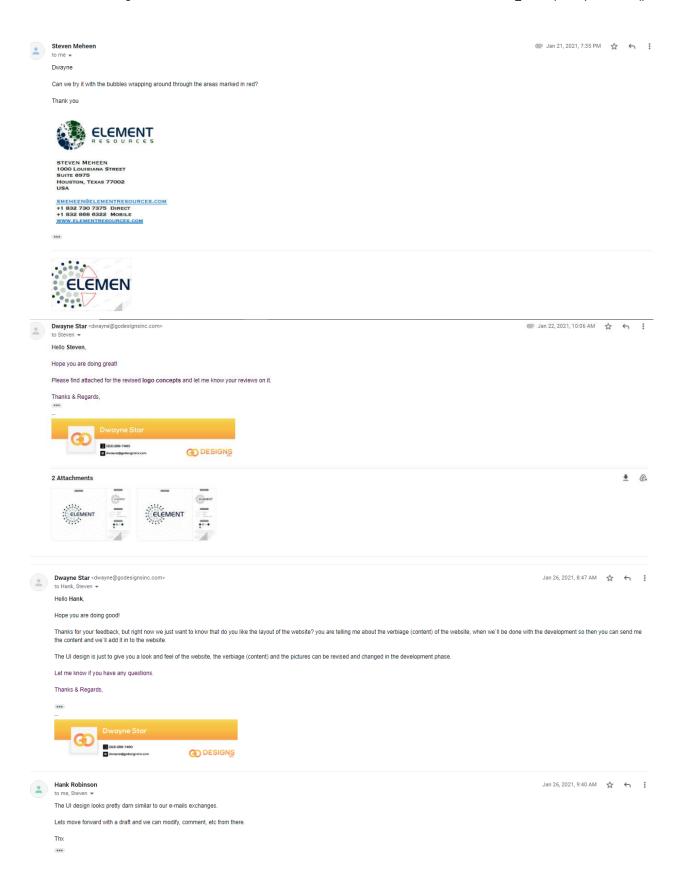


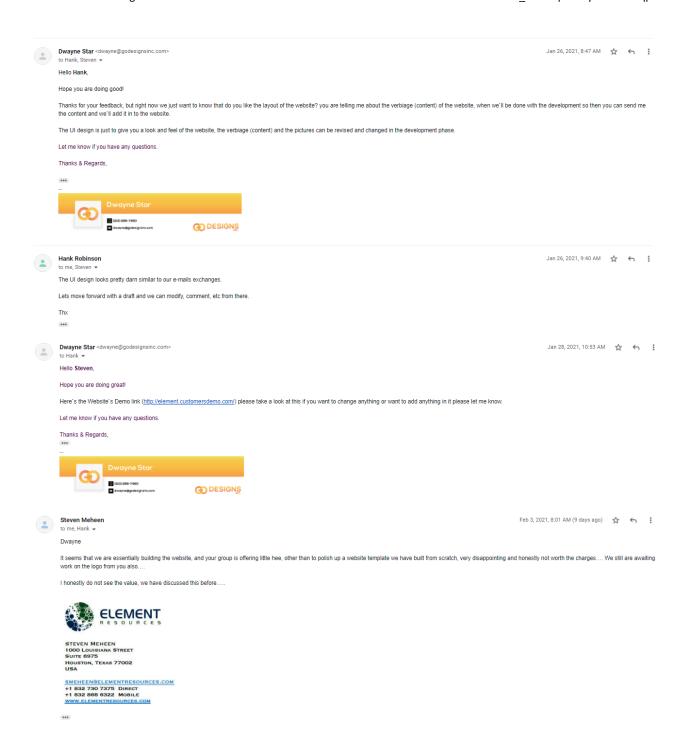


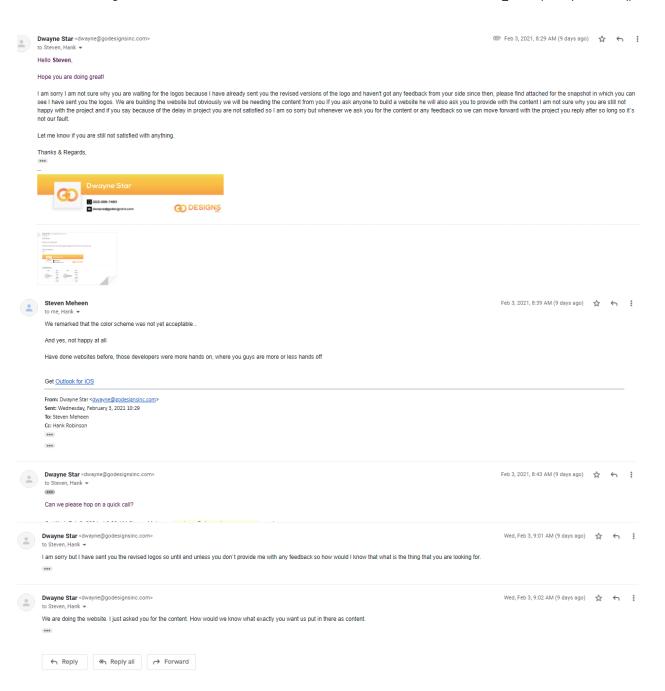


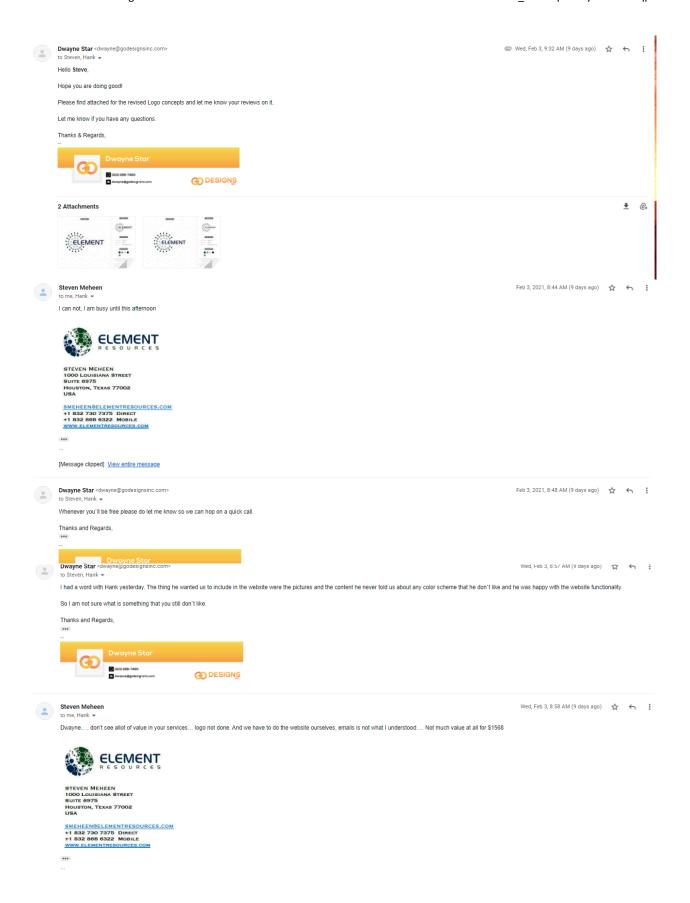


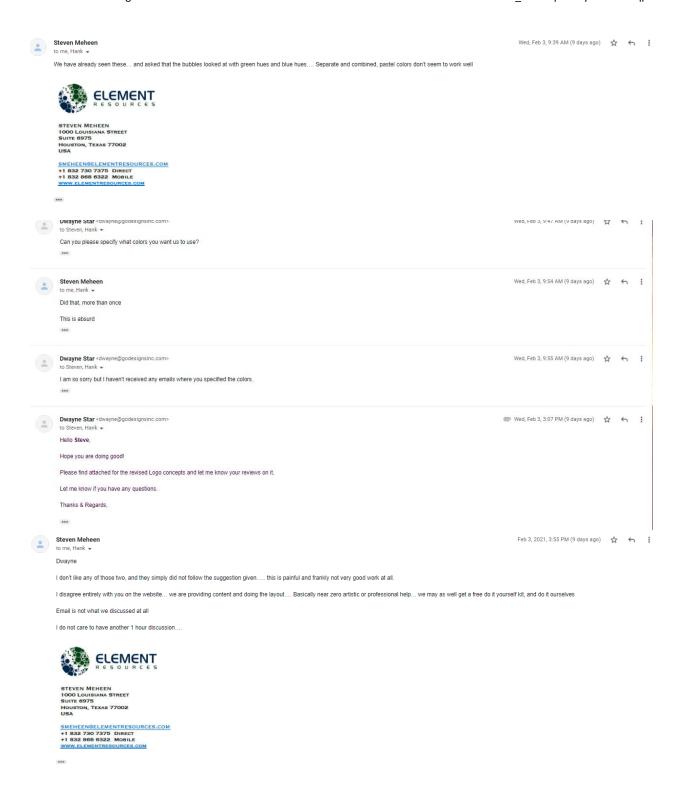


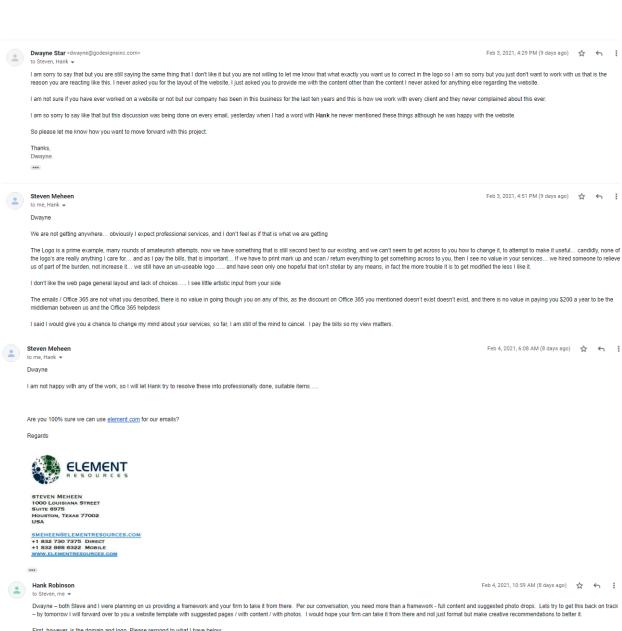












First, however, is the domain and logo. Please respond to what I have below:

1. Is "element" an open domain for use to use? (as an FYI when I type <u>element.com</u> I get a digital engr firm)

a. If yes – we want to use the element logo with the same blue and green colors in the element resources logo below. I thought we settled on that – the same greens and blues with a grey ish third arc b. If no – we will use elementresources as the domain site and e-mail addresses AND use the existing logo below (most likely replace the sub wording of "resources" to a "resourceful company" or "innovatively

resourceful" or similar

BR .... Hank

Dwayne Star <dwayne@godesignsinc.com>

Feb 5, 2021, 8:45 AM (7 days ago) 💠 👆 🚦

Hello,

Sorry for the late response, actually I got sick and was having some covid symptoms so the Doc. asked me to get tested for covid and I was waiting for the results and today I got the test results by the grace of God I have tested Negative.

We cannot use the element.com but we can use the elementresource.com.

Let me know if you have any questions

Thanks & Regards,



