

# ELEMENT79

## Refund and Return policy

<https://uk.element79.life/>

Last revised on November 24<sup>th</sup>, 2023

Effective this 24th day of November 2023, **AGB ADVERTISING LIMITED**, with the registered office address at: 5 STRATFORD PLACE, LONDON, W1C 1AX ; hereinafter referred to as “**Company**” (<https://uk.element79.life/> “we”, “us”, or “our”) is committed to provide services for worldwide users. We have prepared this **Refund and Return policy (hereinafter referred to as “Policy”)** to describe all rights and obligations of You as our user. This policy guarantees to any it’s User his/her right for refund, in case if such User is not satisfied with the quality of the provided Services. Furthermore, the Company declares that its User has the right to change his/her mind in case if the User’s Account was already funded and to request his/her Funds to be returned. Every Refund and Return are treated by the Company with reasonable care and skill. Note:

- This Refund Policy concerns exclusively US Services fees and all purchases available on our official website <https://uk.element79.life/> **for England users and customers only.**
- This Refund Policy covers only US transactions, made by the US User by indication of his/her card payment information on the official website <https://uk.element79.life/> related to the purchase of Englang services and products, available on the above mentioned website.
- Hereby, the Company undertakes to make its best efforts to assist England Users in case of any disputes related to refunds of purchased services and products on the official website <https://uk.element79.life/>.
- Refunds and Returns in excess of the original amount are prohibited.

### 1. General Conditions

The US User who has paid for the purchase of the Company’s Services/Products, i.e. paid a transaction fee, or has funded his account may request a Refund or Return in accordance with the Eligibility Criteria as further set out herein. Refund/Return will only be considered where the User complies with the Eligibility Criteria in full. Where the User fails to meet any of the Eligibility Criteria, the Company shall have the right, in its sole discretion, to decline the User’s request for a Refund/Return. In order to apply for a Refund/Return, the User must request and complete a

Refund Form/Return Form and send the respective form to the Company's support email address. You can obtain the Refund/Return Form under request sent to [business@element79.com](mailto:business@element79.com).

To prevent Prohibited Conduct, all payments for the purchased services/products on the official website of the Company as well as the information related to Refund/Return may be verified exclusively by the Company. In such case, the Company may request the Englag User to provide certain documents, including, but not limited to, identification documents, copy of the User's Payment Card and Invoice or/and any other prove of the fact that disputed payment was made. In case if the User fails to provide appropriate documents or information within three (3) Business days upon the Company's request or in case of any doubts as to authenticity of provided documents, then the Company shall be entitled to decline the User's Refund/Return request. The Company shall process the User's Refund Form/Return Form as soon as is reasonably practicable. Response times will vary depending on stated reasons for the request. In any case, the Company shall notify the User on the outcome of the request in accordance with the timescales set out herein. Refund/Return request will only be approved or declined after meticulous verification, made by the Company.

**NOTE:** Submission of Refund Form/Return Form to the official website of the Company does not guarantee that the User's request will be satisfied.

## **2. Refund Eligibility Criteria**

- (i) All requests for Refund will only be accepted where notice is received by the Company no later than forty-eight (48) hours after made Transaction.
- (ii) Notice mentioned in para (i) above should be provided to the Company by completing Refund Form.
- (iii) Completed Refund Form should be sent to the Company's electronic email address with ' Refund Request' in the subject line.

## **3. Return Eligibility Criteria**

- (i) All requests for Refund should be provided to the Company by completing Return Form.
- (ii) Completed Return Form should be sent to the Company's electronic email address with "Return Request" in the subject line.
- (iii) The Company provides the Refund/Return using the same means of payment as the User used to pay, unless the User expressly agrees otherwise.

## **4. Processing Timeline**

Within fifteen (15) Business Days as of the date of Refund From/Return Form receipt, the Company shall contact the User to request further information (if required) and the User shall provide such information as soon as reasonably practicable but in any case no later than fourteen (14) days following such request. The Company shall notify the User by e-mail on its final decision regarding Refund/Return:

- within fifteen (15) Business Days following the receipt of the last requested additional document or information;
- within twenty (20) Business Days following the receipt of Refund Form/Return Form if no further information or document is requested.

Refund/Return will be processed without undue delay, and in any event within ten (10) Business days beginning with the day on which the Company agrees that the User is entitled to a Refund/Return. The User will have no Refund/Return:

- When requested by the Company to do so, the User fails to provide to the Company relevant information or/and document(s) within the terms, contemplated herein.
- In any event and/or if the Company suspects that the User has, or is, engaged in, or have in any way been involved in, fraudulent or illegal activity, including Prohibited Conduct.
- There is no ground for Refund/Return.

NOTE: the Company reserves the right to lock the Englang User's Funds while Refund/Return investigation is in process, which means that the Funds could be inaccessible and/or it shall mean that all services/products that has been purchased by the user through the card payment transaction will be suspended during and until the end of such investigation procedure by the Company.

## 5. Chargebacks

The Company expects the Englang User to contact it using the Company's official contact details to resolve any problem or issue related to his/her payments before the User makes any Chargeback request. This Section does not affect any rights and/or claims, which the User may have against the bank/financial institution. The Company will investigate any Chargeback requests made by the User and in response will inform the User's Issuing Bank whether any Service or Transaction has been cancelled. The Company reserves the right to suspend User's account and lock User's Funds and/or suspend the provision of services as well as to suspend the provision of any products in case of the refund and return back of the made transaction. Such a rule, shall apply in all cases during the chargeback and investigation procedure.

## 6. Miscellaneous

Any charges, which arise upon processing Refund/Return, shall be borne solely by the User. Such charges will be deducted from the final amount of Refund/Return. This Refund Policy will be amended from time to time if there is any change in the legislation. Terms and conditions of the Refund Policy are subject to change by the Company and in the case of any amendments, the Company will make an appropriate announcement. The changes will apply after the Company has given a notice. In case if the User does not wish to accept the revised Refund and Return Policy, he/she should not continue to use the Company's Services. If the User continues to use the Services after the date on which the change comes into effect, his/her use of the Services to be bound by the new Refund Policy and Return. **AGB ADVERTISING LIMITED** has prepared this **Return and Refund Policy** in the full compliance and in accordance with the laws and regulations of the Englang – jurisdiction of incorporation of the company.

