

Refund Policy

Section 1

Background

Finflux guarantees to any its User his/her right for refund, in case if such User is not satisfied with the quality of the provided Services. Furthermore, Finflux 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 Finflux with reasonable care and skill.

Note:

This Refund Policy concerns exclusively Transaction fees and Users' Funds.

This Refund Policy does not cover any transactions between the Users related to purchase-sale of crypto-currencies, as well as GHS, and it does not refer to any refunds for purchased crypto-currencies and GHS.

Finflux undertakes to make its best efforts to assist the Users in case of any disputes related to refunds of purchased crypto-currencies and GHS.

Refunds and Returns in excess of the original amount are prohibited.

Section 2

Definitions

1. Banking Day : (cf. Payment Policy).

2. Business Day : means every official working day of the week in the United Kingdom.

3. Chargeback : means return of the User's money by his/her Issuing Bank due to the disputed and/or fraudulent transaction.

4. Eligibility Criteria : means the set of requirements that must be met for Refund or Return.

5. Funding : (cf. Payment Policy).

6. Return Form : means the Finflux's form to be completed by the User, who has requested for his/her Funds to be returned.

7. Funds : (cf. Payment Policy).

8. Issuing Bank : means the bank that has issued payment card to the User as Cardholder.

9. Refund original amount : means the precise amount of Transaction fee deducted from the amount of certain User's Transaction.

10. Refund Form : means the Finflux's form to be completed by the User, who has requested the Refund.

11. Refund : means giving back the amount of Transaction fee paid by the User with regard to certain Transaction.

12. Return original amount : means the precise amount of the User's Funds accumulated on his/her Account.

13. Return : means giving back the User's Funds transferred to his/her Account.

14. Transaction Charges : means any fee charged by a bank/financial institution upon processing a valid refund request.

All other terms and definitions in this Refund Policy are used in the same meaning as under the Terms of Use.

Section 3

General conditions

The User who has paid for the Finflux Services, 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, Finflux 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 Finflux support address.

You can obtain the Refund/Return Form under request sent to support@finfluxnow.com.

To prevent Prohibited Conduct, all payments and information related to Refund/Return may be verified by Finflux. In such case, Finflux may request the 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) days upon the Finflux request or in case of any doubts as to authenticity of provided documents, Finflux shall be entitled to decline the User's Refund/Return request.

Finflux 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, Finflux 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 Finflux.

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

Section 4

Refund eligibility criteria

(i) All requests for Refund will only be accepted where notice is received by Finflux no later than forty-eight (48) hours after made Transaction.

(ii) Notice mentioned in para (i) above should be provided to Finflux by completing Refund Form.

(iii) Completed Refund Form should be sent to the Finflux electronic address with 'Refund Request' in the subject line.

Section 5

Return eligibility criteria

(i) All requests for Refund should be provided to Finflux by completing Return Form.

(ii) Completed Return Form should be sent to the Finflux electronic address with 'Return Request' in the subject line.

(iii) Finflux provides the Refund/Return using the same means of payment as the User used to pay, unless the User expressly agrees otherwise.

Section 6

Processing timeline

Within fifteen (15) Business Days as of the date of Refund Form/Return Form receipt, Finflux 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.

Finflux 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) days beginning with the day on which the Finflux agrees that the User is entitled to a Refund/Return. The User will have no Refund/Return:

When requested by Finflux to do so, the User fails to provide Finflux with information or/and document(s) within the terms set herein.

If Finflux 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: Finflux reserves the right to lock the User's Funds while Refund/Return investigation is in process, which means that the Funds could be inaccessible during such investigation.

Section 7

Chargebacks

Finflux expects the User to contact it using Finflux 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.

Finflux 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.

Finflux reserves the right to suspend User's account and lock User's Funds during the chargeback investigation procedure.

Section 8

Miscellaneous

8.1. By accepting these Terms, you expressly allow Finflux to process your personal data, export your personal data outside of the jurisdiction in which you reside or are located.

8.2. By accepting these Terms, you expressly allow Finflux to process and store your personal data.

8.3. We are entitled to transfer some User's data (including IP-addresses) to our business partners or governmental bodies at their request to facilitate the prevention and disclosure of prohibited or illegal actions. By accepting these Terms, you acknowledge and agree to your personal data may be transferred in this way.

8.4. By accepting these Terms, you authorize the transfer of your personal data to our business partners and government authorities at their request in order to prevent and disclose prohibited or illegal activities.

8.5. Certain personal information provided to us is protected according to the Privacy Policy.

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 Finflux

and in the case of any amendments, Finflux will make an appropriate announcement. The changes will apply after Finflux has given notice.

In case if the User does not wish to accept the revised Refund and Return Policy, he/she should not continue to use Finflux 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.