Refund Policy

July 24, 2023

This Refund Policy, together with all the documents referred to in it, constitute a legally binding agreement made between you as a natural person ("you") and Sekterra GmbH, a company incorporated in accordance with the laws of Switzerland, registration number: CHE-389.555.100, with its registered address at: c/o Goldblum and Partners AG, Baarerstrasse 25, 6300, Zug, Switzerland (the "Company" or "we"), concerning the terms governing refunds for your purchase of web application, accessible through https://friday-email.ai/ (the "Web Application").

1. Refund Process

- 1.1. For the purpose of this Refund Policy, a term "**Date of the transaction**" means the date of purchase by you of the Web Application pro version (the "**Pro Version**"), in accordance with the terms and conditions available via: https://friday-email.ai/ToU.pdf (the "**T&C**").
- 1.2. You can terminate your access to the Web Application at your discretion. However, a refund will only be processed if you formally request it through the Company's support service or by contacting our third-party processing system within the refund time frame specified in their legal documentation, commencing from the Date of the transaction.

For any information regarding our third-party processing system, its dispute resolution policy and chargebacks, please visit their website available at: https://stripe.com/ or contact them directly.

2. Refund Details

- 2.1. You can request a refund under the following circumstances (the "**Refund Case**"):
 - 2.1.1. **Service Accessibility Issues:** Inability to access the Pro Version due to technical problems on the provider's end.
 - 2.1.2. **Features Not Working as Advertised:** Key features of the Pro Version do not function as promised on our website or the T&C or are unavailable.
 - 2.1.3. **Billing Errors**: Incorrect billing, overcharging, or duplicate charges.
- 2.2. If you have a weekly subscription to the Pro Version, you will be entitled to refund the amounts paid during the billing cycle in which the Refund Case occurred.
- 2.3. Before requesting a refund, the customer must inform our support department by email: support@friday-email.ai of any issues that may arise in relation to the Pro Version. Our support department agents are obliged to take all possible actions within their competence to fix the problem. If they confirm that the problem specified in Section 2.1. above cannot be fixed, the refund will be given.

- 2.4. You can return the Pro Version for a refund once. If you buy it again you can't get a refund.
- 2.5. If a refund is issued, you'll lose access to the Pro Version.
- 2.6. Notwithstanding the provisions of Section 2.4 and Section 2.5 above, the restrictions on subsequent refunds and the termination of access to the Pro Version upon refund issuance shall not be applicable in the event of Refund Case arising from billing errors, as detailed in Section 2.1.3 of this Refund Policy.

3. Refund Process Timeline

- 3.1. Please allow a minimum of five (5) business days for us to review your refund request and contact you with a solution. Additional information may be requested to facilitate dispute resolution.
- 3.2. Refunds will be processed to the payment method used for the purchase, but this may vary depending on the payment method. The processing time for refunds is also dependent on your chosen payment method.

4. Refund Exclusions

- 4.1. You will not be eligible for refund if:
 - 4.1.1. you have been banned from the Web Application;
 - 4.1.2. you have violated the T&C;
 - 4.1.3. you have previously received a refund, except in the Refund Case specified by Section 2.1.3. of the Refund Policy;
 - 4.1.4. the Company determines that you are abusing the Refund Policy.

5. Governing Law and Dispute Resolution

- 5.1. This Refund Policy shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of law principles.
- 5.2. In the event of any dispute arising out of or in connection with the refund request, the parties agree to make reasonable efforts to resolve the matter through good faith negotiations. If, despite such efforts, a resolution cannot be reached amicably, either party to this Refund Policy may escalate the matter to the exclusive jurisdiction of the courts of Switzerland, in accordance with the laws of Switzerland.

6. Force Majeure

We shall not be held liable or responsible for any failure to perform our obligations under this Refund Policy if such failure is due to circumstances beyond our reasonable control, including but not limited to acts of nature, war, terrorism, power outages, or any other force majeure event.

7. Changes to the Refund Policy

We reserve the right to modify, amend, or update this Refund Policy at our discretion. Any changes will be effective immediately upon posting on the Web Application's website. It is your responsibility to regularly check for updates. Continued use of the Web Application after modifications to the Refund Policy indicates your acceptance of the changes.

We value your satisfaction and strive to provide a fair and transparent refund process. If you have any questions or concerns, please contact us at support@friday-email.ai.