

## **Return and Refund Policy**

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### **1. BACKGROUND**

OANDA Coinpass Limited (Coinpass) takes into account its Users' statutory right for a refund, in the case of a User not being fully satisfied with the quality of the Services provided by Coinpass, as defined in the Services section of the Coinpass Terms and Conditions.

Furthermore, Coinpass acknowledges that its Users have the right to change their mind in the case of a User funding their Account and to request their Funds be returned. Every Refund and Return will be treated by Coinpass with due care and consideration.

Please note that whilst Section 75 of the Consumer Credit Act 1974 protects cardholders if they have used their credit card(s) to buy something costing over £100 and up to £30,000, you may not be covered in the following situations:

- where goods or services are purchased on other credit arrangements not involving a credit card or other regulated credit agreements.
- where you paid for something for someone else and the contract with that retailer or provider is not with you directly.
- where goods or services are bought through a payment processor or payment platform like PayPal or an online marketplace retailer like Amazon Marketplace.
- where you buy goods and services with a gift card, even if that gift card has been paid for by a credit card.

**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 and it does not refer to any refunds of purchased crypto-currencies.

Whilst Coinpass will endeavour to try and assist Users with any disputes relating to refunds of purchased crypto-currencies, any Refunds and/or Returns in excess of the original amount purchased will not be considered.

## **2. DEFINITIONS**

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

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

**Eligibility Criteria:** means the set of requirements that must be met for Refund or Return Funding; See the Loading Funds section of the Coinpass Terms and Conditions.

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

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

**Refund/Return request:** means the request submitted in writing to the Coinpass Support Team for a refund and/or return.

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

**Return original amount:** means the precise amount of the User's Funds accumulated on their Coinpass Account.

**Return:** means giving back the User's Funds transferred to the Coinpass Account.

**Restricted Uses:** as set out in Schedule 1 of the Coinpass Terms and Conditions.

**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 use the same meaning as set out in the Coinpass Terms and Conditions.

## **3. GENERAL CONDITIONS**

The User who has paid for Coinpass' Services, i.e., paid a transaction fee, or has funded their account, may request a Refund or Return in accordance with the Eligibility Criteria set in Section 4 of this Policy.

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, Coinpass shall have the right, at its sole discretion, to decline the User's request for a Refund/Return.

In order to apply for a Refund/Return, the User must submit any such request in writing to the Coinpass Support Team at [support@coinpass.com](mailto:support@coinpass.com).

To prevent Restricted Uses, all payments and information related to Refund/Return must be verified by Coinpass. In such case, Coinpass 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 documentation to support that the disputed payment was made.

If the User fails to provide appropriate documents or information within three (3) days upon request by Coinpass or in case of any doubts as to authenticity of any provided documents, Coinpass shall be entitled to decline the User's Refund/Return request.

Coinpass shall process the User's Refund/Return request as soon as is reasonably practicable. Response times will vary depending on stated reasons for the request. In any case, Coinpass 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 Coinpass has undertaken and completed a full investigation of the request.

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

#### **4. REFUND ELIGIBILITY CRITERIA**

4.1 All requests for Refund will only be accepted where notice is received by Coinpass no later than forty-eight (48) hours after the disputed Transaction.

4.2 Any Refund/Return requests should be sent to the Coinpass Support Team email address [support@coinpass.com](mailto:support@coinpass.com) with 'Refund Request' in the subject line.

#### **5. RETURN ELIGIBILITY CRITERIA**

5.1 All requests for Refund should be provided in writing to the Coinpass Support Team.

5.2 Coinpass will ensure any Refund/Return is made to the same means of payment that the User used to pay, unless the User expressly agrees otherwise.

#### **6. PROCESSING TIMELINE**

Within fifteen (15) Business Days as of the date of Coinpass' receipt of a written Refund/Return request, Coinpass 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.

Coinpass shall notify the User by e-mail of its final decision regarding any submitted Refund/Return request:

- 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 a

- written Refund/Return request if no further information or document is requested.
- Refund/Return requests will be processed without undue delay, and in any event within fourteen (14) days beginning with the day on which the Coinpass agrees that the User is entitled to a Refund/Return.

The User will not be entitled to a Refund/Return:

When requested by Coinpass to do so, the User fails to provide Coinpass with whatever information or/and document(s) are requested in order to allow Coinpass to fully investigate the request.

If Coinpass suspects that the User has, or is, engaged in, or have in any way been involved in, fraudulent or illegal activity, including Restricted Uses.

There grounds were found for the Refund/Return.

NOTE: Coinpass reserves the right to lock the User's Account whilst a Refund/ Return investigation is undertaken, which means that the Funds on the Users Account will be inaccessible during such time.

## **7. CHARGEBACKS**

Coinpass expects the User to contact its Support Team at support@coinpass.com in order to try and resolve any problem or issue related to the Users payments, before the User makes any Chargeback request. This Section does not affect any rights and/or claims, which the User may have against its card issuer.

Coinpass 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. Coinpass reserves the right to suspend User's Coinpass Account during its investigation of a Chargeback request.

## **8. 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 any Refund/Return.

This Policy is subject to change by Coinpass, and any changes made will apply after Coinpass has given appropriate notice.

Should the User not wish to accept the revised Refund and Return Policy, they should not continue to use Coinpass' Services. If the User however continues to use Coinpass' Services after the date on which any changes came into effect, the User will be deemed to have accepted any new terms and will be bound by the terms of the new Refund and Return Policy.

## **9. STRIPE END CUSTOMER FAQ**

This page contains information intended for customers of Coinpass that use Stripe to facilitate card payments into their Coinpass account.

### What is Stripe?

Stripe is a payment service provider that millions of businesses of all sizes—from Startups to large enterprises—use to accept payments, send pay-outs, and manage their businesses online.

Sometimes you might see a charge on your bank statement saying 'STRIPE'. In most cases it is possible that you've purchased something from a business that uses Stripe to process their payments and the business name itself wasn't reflected correctly on your bank statement.

### I don't recognize a charge on my bank account that was made by a merchant using Stripe. What can I do?

If you notice an unknown charge saying "STRIPE" on your bank statement and you're unsure which business has charged you, you can use the Stripe secure charge lookup tool to search for the business.

### How can I get a refund?

To initiate a refund, you will need to reach out to Coinpass directly. Stripe is unable to issue refunds on behalf of businesses using Stripe to accept payments. Read more on Stripe's privacy practice on refunds.

### I don't recognize a charge and I've tried to get in touch with the merchant. How can I get my money back?

If you are unable to get in touch with the Coinpass, or you believe the business you have been dealing with might be fraudulent, the next course of action would be to reach out to your bank for next steps. They may have recommendations for how to proceed, such as opening a dispute. Please note that Stripe is not authorised to issue a refund on behalf of Coinpass.

### I believe I was a victim of fraud. What should I do?

If you believe you have been a victim of fraud, you should report the fraudulent charge and file a dispute with your bank. When you file a dispute, your bank passes all relevant details to Stripe, and we use this data in our ongoing effort to combat fraud.

### I have an issue with a payment I made

If you have an issue with a payment, wish to get an update on that payment or haven't received confirmation of its receipt, Stripe recommends that you first attempt to contact the Coinpass to try and resolve the matter directly. If the Coinpass cannot assist you directly, Stripe would suggest you at that point reach out to your bank. They may have recommendations for how to proceed, such as opening a dispute.

### I disputed a payment. When will I get my money back?

When a card issuer creates a dispute on your behalf, the card network (Visa or Mastercard, for example) immediately debits Stripe for the disputed amount. From that point forward, it's up to the card issuer to decide when they return funds to their cardholder.