

## Refund and Return Policy

Date: November 13, 2024

Version: 1.0

This Refund and Return policy (“Refund Policy”) and is inevitable part of the Terms of Use of **10101 MARKETPLACE LTD**, a company having registered number 237422 and registered address at Suite 1, Second Floor, Sound & Vision House, Francis Rachel, Str., Victoria, Mahe, Seychelles (“Company”, “we”, “us” or “our”) This Refund Policy shall be a binding legal agreement between 10101 MARKETPLACE LTD and you, a natural person, user of Company's Website (the “User”, “Client” or “You”), collectively referred to as the “Parties”. This Refund Policy are applicable to all the transactions performed through Website (<https://10101.art>). In case the User does not accept this Refund and Return Policy, User should not continue to use Company’s Service.

### 1. **BACKGROUND**

- 1.1. The Company guarantees providing refund to the Clients satisfying the eligibility criteria.
- 1.2. In case a transaction is qualified to be out of scope of the refund eligibility criteria, it is considered to be irrevocable since transactions with the digital assets are final due to their nature.
- 1.3. The Company is not to be responsible for the Client’s mistakes, errors or omissions.
- 1.4. Any refunds in amount exceeding the one originally transferred is not technically possible. All the refunds are to be processed by the Company with reasonable efforts and professional skills.
- 1.5. Right to get a refund is not to be applied to companies and is used for private persons only. At the time a transaction is initiated and approved by the Client, the Company figures out the exchange rate at the moment of transaction approval. After this the Client cannot stop it. The transaction is offset at the Company's current price.

### 2. **DEFINITIONS**

- 2.1. **Association** is an entity formed to administer and promote the Cards, including Visa, MasterCard, UnionPay, etc., as appropriate in a particular case.
- 2.2. **Card** is a valid payment card issued by the Issuing bank under the mark of the Association.
- 2.3. **Chargeback** is returning money to the Client initiated by the Client’s issuing bank in case of disputed or fraudulent transaction.
- 2.4. **Refund eligibility criteria** is a set of criteria the Client shall meet to be entitled for a refund.
- 2.5. **Issuing bank** is the bank that issued the relevant payment card to the Client.
- 2.6. **Refund Form** is a form the Client is to fill in if he or she is to use his or her right for refund and initiate the refund procedure.
- 2.7. **Transaction** is a purchase/payment transaction in which the Card is used as a means of payment, and, as the case may be, return/refund/reversal of a corresponding transaction.
- 2.8. **Transaction charges** is a fee applied to the Client by the bank or other financial institution when the refund procedure is completed.

### 3. **GENERAL TERMS**

- 3.1 Any Client that paid a transaction fee or paid for other provided services may make a request for the refund if he or she meets the refund eligibility criteria.
- 3.2 The refund procedure is to be initiated only in case the Client’s fully meets the refund eligibility criteria. If the Client fails to meet these criteria, the Company is entitled to decline a refund request.
- 3.3 The Client makes a refund request using the **Refund Form**. This form shall be requested upon request sent to e-mail: [refund@10101.art](mailto:refund@10101.art)

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

- 3.4 All payments and information related to Refund Form may be verified by the Company.
- 3.5 The Company may verify all the information related to the refund procedure, if necessary, in order to protect the Clients and the Company from suspicious or fraudulent behavior. The Company may request the following documents from the Client:
- ID proving documents;
  - any documents proving the transaction.
- 3.6 If the Client does not provide any requested information within 3 (three) working days or the documents provided deemed to be suspicious or in case of any doubt, the Company may decline a refund request.
- 3.7 A refund request is processed as soon as possible. Depending on the reason from the request form, the response time varies. Anyway, the Client is to be notified properly regarding the case state and possible outcomes.
- 3.8 The status of the request may be changed to “Approved” or “Declined” after the Company processed the needed verification.
- 3.9 The fact that the Client filled in and submitted the refund form is not considered as a guarantee to receive the refund.
- 3.10 Taking into account that cryptocurrencies exchange rates change drastically, the value of purchased currencies may and will differ at the moment of the refund.
- 3.11 The Company does not impose any surcharge or fee for refunds and reversals. The Company does not establish minimum or maximum amounts for making refunds and reversals.
- 3.12 The Company shall not be responsible for any Transaction Fees charged by the Client's bank when crediting the refund payment.

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

- 4.1. Cases when refunds are considered to be applicable:
- huge delays in payments;
  - unlawful third-party actions.
- 4.2. For the refund to be processed a refund request is to be sent in a completed form to the email address stated above.
- 4.3. There has to be “Refund Request” note in the subject line of an email sent to get a refund.
- 4.4. The refund is to be provided via the same payment method as was used by the Client for the initial payment, unless the Client and the Company agreed otherwise.

#### **5. *TIMELINES FOR REFUND PROCESSING***

- 5.1. The Company is to contact the Client within 5 working days from the moment a refund form was received by the Company. The Client may be requested to provide further information in case a refund request is considered reasonable. The Client has to provide all the requested documents within 3 working days after asked to do this by the Company.
- 5.2. The Client is to be notified by email about the final status of the refund request:
- 5.2.1 Within 5 working days after the last file with requested information was provided by the Client;
- 5.2.2 Within 10 working days after the refund form was submitted if the Company has not requested any additional documents or additional information from the Client.
- 5.3. The refund is processed in 10 working days after the Company agrees to make a refund due to the Client’s eligibility to get a refund.
- 5.4. In case the refund is still not processed within 10 working days and the amount is not returned, the Client shall contact the support for further information or instructions.
- 5.5. The refund is not to be provided in case of the following:
- 5.5.1. The Client has not provided requested information within the timeframes specified above;
- 5.5.2. The Company suspects or has found out that the Client is involved in fraudulent or other unlawful activities, including suspicious activity;
- 5.5.3. There is no reason for the refund to be made;

- 5.6. The Company shall refund and reverse only to the same Card that was originally used for the Transaction and only on the Transaction number used for an initial payment, not to any other cards, transactions or sources.
- 5.7. The final terms and processing time for refunds are subject to the policies and procedures of the bank that issued the client's credit or debit card. As such, the Company cannot provide an estimated timeframe for when the refunded amount will be credited back to the client's account, as this process is beyond the Company's control. We recommend that the client contact their bank directly for specific information regarding their refund processing timelines.
- 5.8. The final terms and processing time for refunds are subject to the policies and procedures of the bank that issued the client's credit or debit card. As such, the Company cannot provide an estimated timeframe for when the refunded amount will be credited back to the client's account, as this process is beyond the Company's control. We recommend that the client contact their bank directly for specific information regarding their refund processing timelines.

## **6. CHARGEBACKS**

- 6.1. It is expected that the Client is to contact Customer Support team by e-mail: [refund@10101.art](mailto:refund@10101.art) before he or she initiates an action related to chargebacks. The following section is not to affect claims against financial institutions or rights related to interactions between the Client and his or her issuing bank.
- 6.2. Any chargeback request is to be investigated by the Company and the bank is to be informed by the Company in case of cancellation of any transactions.
- 6.3. The Company is entitled to lock the Client's funds in case of any investigation related to the chargeback process. This means that the Client cannot make transactions with his funds until investigation is completed.

## **7. MISCELLANEOUS PROVISIONS**

- 7.1. The Client fully and solely covers all costs related to the refund, chargeback or cancellation procedures. The fees are to be deducted from the amount that is refunded.
- 7.2. In case of any changes in the legislation, the Refund Policy is to be amended accordingly. The Company is to proceed with the corresponding announcement, the amendments are to be in full legal force after the Clients are properly notified on this including by updating the relevant information on the Website.
- 7.3. If the Client does not wish to accept and follow amended Refund Policy, he or she shall not use the Service anymore. If the Client continues using the Service after the changes or amendments are made, he or she gives his or her proper and express consent to be bound by the amended Refund Policy.

## **8. CONTACT INFORMATION**

- 8.1. In case of any questions regarding this Terms, please, feel free to contact the Company for clarification via our Customer Support team:

E-mail: [refund@10101.art](mailto:refund@10101.art)