

SWC Smart

REFUND POLICY

— v5 FINAL · INLD LIMITED

UK Consumer Rights Act 2015 · Consumer Contracts Regulations 2013 · EU Consumer Rights Directive 2011/83/EU

Revised: April 2025

This Policy sets forth the terms and conditions for refunds to users of the SWC Smart platform. It is an integral part of the Terms of Service.

1. GENERAL

1.1. The Parties

This Policy governs the relations between INLD LIMITED, company number 12040493, located at Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB, trade name “SWC Smart” (hereinafter referred to as the “Company”), and the individual purchasing the Course (hereinafter referred to as the “Buyer”).

1.2. Language and Priority

This Refund Policy is drafted in the English language. The English version shall prevail to the extent permitted by applicable law. Translations into Russian and Vietnamese are provided for convenience and accessibility. Nothing in this clause limits any mandatory consumer protection rights, including requirements for transparency, fairness, clarity or language accessibility under applicable local law.

Настоящая Политика составлена на английском языке. Английская версия имеет приоритет в допустимой законом степени. Переводы на русский и вьетнамский языки предоставляются для удобства и доступности. Ничто в настоящем пункте не ограничивает обязательные права потребителей, включая требования к прозрачности, справедливости и доступности условий.

1.3. Relation to other documents

This Policy is an integral part of the Terms of Service: <https://swcsmart.com/legal/terms>. In the event of any conflict between this Policy and the Terms of Service, this Policy shall take precedence with respect to refund terms. With regard to account lock-out, AML/sanctions compliance, and limitation of liability, the Terms of Service takes precedence.

1.4. Consumer Rights

Nothing in this Policy limits the Buyer's rights as guaranteed by the binding provisions of consumer law in the Buyer's country of residence. In the event of a conflict between the provisions of this Policy and binding provisions, the binding provisions shall apply.

2. DIGITAL CONTENT AND THE COOLING-OFF PERIOD

2.1. Legal Regime

The courses represent digital content in accordance with the UK Consumer Rights Act 2015 (Part 1, Chapter 3), the Consumer Contracts Regulation 2013 (SI 2013/3134) and Directive 2011/83/EC.

2.2. Standard 14-day cooling-off period

The Buyer shall be entitled to abandon the purchase of digital content within 14 calendar days from the date of conclusion of the contract without giving reasons.

2.3. Express waiver of the right to a refund upon immediate provision of access

When making each purchase, the Buyer is presented with a mandatory declaration in the form of a separate, non-preset checkmark, which shall be actively marked before the "Pay" button becomes active:

«Я явно запрашиваю немедленное исполнение настоящего договора и немедленное предоставление цифрового контента. Я подтверждаю, что после предоставления доступа к Курсу утрачу право на отзыв в рамках 14-дневного периода охлаждения в соответствии с Regulation 37 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 и Section 36(4) Consumer Rights Act 2015.»

"I expressly request immediate performance of this contract and the immediate supply of digital content. I acknowledge that once access to the Course has been provided, I will lose my right to cancel the contract within the 14-day cooling-off period under Regulation 37 of the Consumer Contracts Regulations 2013 and Section 36(4) of the Consumer Rights Act 2015."

The company stores consent log: timestamp, IP-адрес, User-Agent. This log is provided to the payment provider in response to a chargeback.

Technical requirement: the declaration is a separate element of the form, not part of the general "I accept the terms and conditions" checkbox. The "Pay" button is disabled until it is checked.

2.4. When the cooling-off period does not apply

- The buyer provided explicit consent under clause 2.3, and access to the Course was granted.
- The course is personalized content created at the request of a specific Buyer.

3. GROUNDS FOR REFUNDS

3.1. Technical glitch

The platform was completely unavailable for a continuous period of more than 72 hours during the paid period, as confirmed by objective data.

Scheduled maintenance, planned outages under 72 hours, or unavailability caused by the Buyer's device or internet connection are not grounds for refund.

3.2. Double charge

Two or more payments for a single course were charged in error. The amount of duplicated charges is refunded.

3.3. Material non-conformity

The content of the Course differs significantly and objectively from its description at the time of purchase, and the Company has not rectified this within a reasonable time after being notified.

Minor differences (updates, format changes, sequencing) are not material non-conformity. Standard: would a reasonable consumer, informed of the actual content before purchase, not have made the purchase.

Незначительные отличия (обновления, изменения формата, последовательности) не существенны. Criterion: would lead to the refusal of a reasonable consumer to purchase.

3.4. Cooling-off period (if consent was not properly obtained)

If, due to a technical glitch of the consent system, the explicit consent required under clause 2.3 was not properly recorded and access to the Content has not yet been granted, a refund will be made within 14 days of the purchase date.

3.5. Statutory Consumer Rights

Nothing in this Policy affects the Buyer's statutory rights under the Consumer Rights Act 2015, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or any applicable implementing legislation in the Buyer's jurisdiction, including the right to a remedy for digital content that is not of satisfactory quality, fit for purpose or as described.

Ничто в настоящей Политике не затрагивает законные права Покупателя по UK Consumer Rights Act 2015, Consumer Contracts Regulations 2013 или любому применимому законодательству в юрисдикции Покупателя, включая право на средство защиты в отношении цифрового контента, не отвечающего требованиям надлежащего качества, пригодности для цели или соответствия описанию.

4. CASES WHEN NO REFUND IS MADE

No refund will be made unless one of the grounds listed in Section 3 applies, in particular:

- The Buyer has gained access to the Course following proper acceptance in accordance with clause 2.3 and the absence of any defects in the content.
- Запрос на возврат по основанию «существенное несоответствие» должен быть подан в разумный срок после того, как Покупатель обнаружил или должен был обнаружить несоответствие. Любые конкретные сроки, указанные в настоящей Политике, применяются с учётом более длительных сроков,

предусмотренных обязательным потребительским законодательством страны проживания Покупателя.

A request based on material non-conformity shall be made within a reasonable time after the Buyer discovered or ought to have discovered the non-conformity. Any specific time limits stated in this Policy are subject to any longer periods mandated by mandatory consumer law in the Buyer's country of residence.

- The Buyer refers to subjective dissatisfaction in the absence of any material non-conformity with the description.
- The Buyer violated the Terms of Service, which resulted in their account being locked.
- The course was purchased as part of an offer the terms of which limited the right to a refund — provided that this was clearly stated prior to payment and does not conflict with mandatory consumer rights.

Nothing in this section shall deprive the Buyer of their rights under the binding consumer law. The availability of a discount or package proposal does not void the right to a refund in the event of a material non-conformity in the content. All the terms specified in this section are applied taking into account longer periods that may be provided for by the binding consumer law of the Buyer's country of residence.

5. SPECIAL TERMS AND CONDITIONS FOR CRYPTOCURRENCY PAYMENTS

5.1. Irreversibility

Transactions are irreversible once confirmed by the network.

5.2. Return Procedure

- Refunds will be issued in the same cryptocurrency at the exchange rate of the original transaction.

5.3. Volatility

The Company does not guarantee that the value of the returned cryptocurrency will be equivalent to the original fiat value at the time of the refund. By paying in cryptocurrency, the Buyer accepts this risk.

The fiat equivalent at the time of return is not guaranteed. Оплачивая криптовалютой, Покупатель принимает этот риск.

5.4. Network Fees

The Buyer is responsible for gas fees in the event of a refund; these fees will be deducted from the refund amount.

5.5. AML review

Crypto refunds are issued only after KYC/AML verification, if required.

Cryptocurrency refunds are also subject to the cryptocurrency, AML/KYC and regulatory compliance provisions of the Terms of Service.

Криптовалютные возвраты также регулируются положениями Пользовательского соглашения о криптовалютных платежах, AML/KYC и регуляторном комплаенсе.

6. PROCEDURE FOR SUBMITTING AND REVIEWING REQUESTS

6.1. How to submit

1. Write to: support@swcsmart.com
2. Subject: "Refund Request — [email / Account ID]".
3. Please provide: date of purchase, exchange rate, ground, and proof of payment.
4. For cryptocurrency: the sender's wallet address and the address for refund.

6.2. Deadlines

Stage	Term	Note
Confirmation of receipt	3 business days	Auto or manual
Review and Decision	10 business days	Up to 15, if necessary. The Company undertakes to review any request, including those regarding material non-conformities, within the specified time frame.
Notice of Decision	1 business day	Via email
Transfer (card)	5–14 business days	Depends on the bank/PSP
Transfer (crypto)	5–10 business days + blockchain	After AML verification

6.3. Additional documents

The Company reserves the right to request a screenshot of the technical issue, a description of the non-conformity, and a KYC document (crypto).

6.4. Right to Appeal

If the Company refuses a refund request, the Buyer will receive a clear written explanation. The Buyer has the right to request an internal review of the decision by writing to legal@swcsmart.com within 7 days of the refusal notice. The Company will respond to such request within 10 working days. This internal appeal process does not limit the Buyer's right to seek external dispute resolution or exercise any other statutory rights.

Если Компания отказывает в возврате, Покупатель получает чёткое письменное объяснение. Покупатель вправе запросить внутренний пересмотр решения, направив письмо на legal@swcsmart.com в течение 7 дней с даты уведомления об отказе. Компания ответит на такой запрос в течение 10 рабочих дней. Эта процедура

внутреннего обжалования не ограничивает право Покупателя на внешнее разрешение спора или реализацию иных законных прав.

7. CHARGEBACK POLICY

7.1. Pre-trial procedure and consequences of a unfair chargeback

The Company strongly encourages Buyers to contact support@swcsmart.com before initiating a chargeback or dispute with their bank or payment provider. The Company will investigate and respond to any complaint within 10 working days. Nothing in this Policy prevents a Buyer from exercising any rights they may have under their card issuer's rules or applicable law to dispute a transaction. However, if a chargeback is initiated without first contacting the Company and the chargeback is subsequently determined by the payment provider to be invalid, fraudulent or made in bad faith, the Company reserves the right to: (a) temporarily suspend access to the relevant Course pending investigation; (b) submit to the payment provider a full evidence package including consent log, access log and proof of digital content delivery; (c) recover chargeback fees, banking costs and reasonable administrative expenses incurred, to the extent permitted by applicable law.

Компания настоятельно рекомендует Покупателям обращаться на support@swcsmart.com до инициирования chargeback или спора в банке. Компания рассмотрит любую жалобу в течение 10 рабочих дней. Ничто в настоящей Политике не лишает Покупателя права использовать механизмы оспаривания транзакций, предусмотренные правилами его банка или применимым законодательством. Однако если chargeback инициирован без предварительного обращения в Компанию и впоследствии признан платёжным провайдером недействительным, мошенническим или недобросовестным, Компания вправе: (а) временно приостановить доступ к Курсу на период расследования; (б) предоставить платёжному провайдеру полный пакет доказательств (consent log, access log, подтверждение предоставления контента); (в) взыскать комиссии chargeback, банковские расходы и разумные административные издержки в допустимом законом объёме.

The Company will not seek to impose any penalty or sanction on a Buyer solely for exercising their statutory or contractual right to dispute a transaction.

Компания не будет применять санкции или штрафные меры к Покупателю исключительно за реализацию его законного или договорного права на оспаривание транзакции.

Nothing in this clause limits the Buyer's statutory rights as a consumer.

7.2. Defence documentation

- Consent log: timestamp, IP, User-Agent.
- Access log: timestamp of the first login to the Course.
- Payment history and payment confirmations.
- Correspondence with the Buyer.

This documentation serves as evidence in accordance with Regulation 37 of the Consumer Contracts Regulations 2013 and Section 36 of the Consumer Rights Act 2015.

8. CONSEQUENCES OF REFUND

8.1. Termination of Access

- Once the full refund has been processed, access to the Course will be terminated immediately.
- The Buyer shall cease using the downloaded materials.
- Course progress and data may be deleted.

8.2. Certificates

Certificates issued for a returned Course will be revoked. The Company may disclose the status of the certificate to a third party only with the Buyer's consent, on a legal basis, or pursuant to another applicable legal basis in accordance with the UK GDPR.

8.3. Referral rewards

Referral rewards paid or credited in respect of a purchase that is subsequently refunded will be reversed from the referrer's account balance. Where a reward has already been paid out, the Company reserves the right to deduct an equivalent amount from any future rewards payable to that referrer. The Company will not pursue legal action to recover already-paid referral rewards except in cases of fraud.

Реферальные вознаграждения, начисленные за покупку, по которой впоследствии был произведён возврат, аннулируются из баланса реферера. Если вознаграждение уже было выплачено, Компания вправе удержать эквивалентную сумму из будущих выплат этому рефереру. Компания не будет предъявлять судебные иски о взыскании уже выплаченных реферальных вознаграждений, за исключением случаев мошенничества.

8.4. Partial Refund

In the event of a partial refund (e.g., double charge), access to the Course remains active.

8.5. Data

Transaction data is retained in accordance with the retention periods specified in the Privacy Policy (payment history — 7 years as per HMRC).

9. PARTIAL REFUNDS AND ALTERNATIVE COMPENSATION

In exceptional cases involving a technical glitch, the Company reserves the right to offer: a proportional partial refund; a credit to the account; or an extension of access.

If the Buyer has a legal right to a refund, they are always entitled to insist on it and are not required to accept a credit, an extension of access, or any other form of alternative compensation without their consent.

The Buyer always has the right to insist on a monetary refund where such right exists under applicable consumer law and is not required to accept credit, extension of access or any other alternative remedy.

Nothing in this section limits the Buyer's right to a refund where there are legal grounds for doing so.

10. MODEL WITHDRAWAL FORM (EU Directive 2011/83/EU)

For customers in EU countries — standard withdrawal form (Annex I, Part B):

MODEL WITHDRAWAL FORM
(Fill in and return only if you wish to withdraw from the contract.)
— To: INLD LIMITED ("SWC Smart"), Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB
— Email: support@swcsmart.com
— I/We hereby give notice of withdrawal from the contract for the following digital content:
— Ordered on: _____
— Name: _____
— Email: _____
— Account ID: _____
— Date: _____

⚠ IMPORTANT: The right to use this form is forfeited if the Buyer explicitly agreed to the immediate performance of the contract when placing the order (separate checkbox, clause 2.3) AND access to the Course has been granted. In such cases, the Company is entitled to refuse a refund pursuant to Regulation 37 of the Consumer Contracts Regulations 2013. If you're not sure whether you're still eligible for a refund, please contact customer support before submitting the form.

11. RIGHTS OF BUYERS IN VARIOUS JURISDICTIONS

11.1. EU

- EU Consumer Rights Directive 2011/83/EU.
- ADR as per Directive 2013/11/EU.
- ODR: ec.europa.eu/consumers/odr/

In the event of a conflict, EU regulations apply.

11.2. UK

UK Consumer Rights Act 2015, Consumer Contracts Regulations 2013.

11.3. Vietnam

Vietnam's Consumer Protection Law (Law No. 59/2010/QH12). Requests are accepted in Vietnamese.

11.4. CIS and other countries

Any broader rights under local law remain in effect.

12. AMENDMENTS

In the event of significant changes, 14 days' notice will be provided. The version available on the date of purchase applies to each purchase. Current version: <https://swcsmart.com/legal/refund-policy>

13. CONTACT DETAILS

The Company: INLD LIMITED (SWC Smart)

Company Number: 12040493 (England and Wales, United Kingdom)

Address: Redhill Marina, Ratcliffe-On-Soar, Nottingham, England, NG11 0EB

Customer Support (Return Requests): support@swcsmart.com

Legal issues: legal@swcsmart.com

Online Refund Policy: <https://swcsmart.com/legal/refund-policy>

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