

REFUND POLICY

Last Updated: 14th April 2024

1 INTRODUCTION

This Refund Policy ("Agreement") is hereby through this reference construed as a part of our Terms and is applicable to refunds for products and subscriptions offered by ThinkFit ("we," "us," or "our"). By using our products and services, you the users/customers ("you," or "your") agree to abide by the terms outlined in this Agreement. Before making any transactions, kindly review and acknowledge this Agreement. In the event of conflicts between the terms of this Agreement and any of the Terms, the terms of this Agreement shall prevail. Please note that this Agreement specifically addresses cancellations and refunds for subscriptions and does not cover amounts paid for services provided by third parties or unless explicitly specified in writing.

2 REFUND POLICY FOR THINKFIT PLATFORM SERVICES AND PRODUCTS: ELIGIBILITY AND CONDITIONS

2.1 Refunds for the sale of services are subject to the following conditions:

2.1.1 **Prior to Completion:** Refunds may be issued only before the service is fully completed at the sole discretion of ThinkFit in line with the Terms.

2.1.2 **"FitPoints"** refer to a closed-loop virtual currency utilized on ThinkFit Platform to acquire digital products and/or services, as the case may be.

2.1.3 **Redeemed Coupons:** No refunds will be granted for coupons obtained through the exchange of FitPoints that have already been redeemed.

2.1.4 **Responsibility for Payments:** It is your responsibility to make payments with care and intention for using our services. Please note that we do not entertain refund requests based solely on a change of mind.

2.2 You can find the refund window applicable to each product in the "Deal Terms" or other synonymous section of that particular service or product on the Platform. Notwithstanding anything contained herein, the refund

terms available for a product or service on their respective page on the Platform shall supersede this Agreement.

- 2.2.1 **Specific Listing Refunds:** Certain listings, such as digital downloads, cannot be returned or refunded. Check the Deal Terms section of each listing to determine if the item qualifies for our money-back guarantee.

3 SUBSCRIPTION REFUNDS

- 3.1 **Trial Period:** You may opt for a free trial of our subscription service. The length of the trial shall be as mentioned on our Platform. TO AVOID AUTOMATIC RENEWAL CHARGES (IF APPLICABLE AND MENTIONED SPECIFICALLY ON THE PLATFORM OR CONVEYED TO YOU OTHERWISE IN WRITING), REMEMBER TO CANCEL YOUR FREE TRIAL BEFORE THE TRIAL PERIOD ENDS. Canceling your free trial will prevent any automatic transition to a paid subscription. Your non-cancellation of any subscription(s) or continued use of thereof will reaffirm that we are authorized to charge you. If your credit or debit account has been closed or your payment method is otherwise invalid, your subscription may not renew, and your subscription shall be automatically cancelled.
- 3.2 **Cancellation:** You have the flexibility to cancel your subscription at any time. Monthly subscriptions end with the current billing cycle, while annual subscriptions conclude with the subscription year. We do not issue refunds for any billed and paid-for subscriptions unless we do so at our sole discretion. If you do not cancel your subscriptions prior to the automatic renewal of your purchase in any billing cycle, we shall not be liable to provide you with any refund. Due to any non-cancellation, your subscription shall be renewed for the same duration selected at the time of your purchase. The renewal charge will generally be the same as the prior period's charge unless we notify you in advance at the time of sign-up or prior to the beginning of the renewal period as described above.
- 3.3 **Cancellation During Trial:** If you decide to cancel during the trial period, there won't be any charges. Your subscription will end, and total Platform

access will cease after the trial. This is to ensure that you are not inadvertently charged for a service you no longer wish to use.

3.4 Our subscriptions are not refundable once rewards have been utilized. Our subscriptions can be canceled at any time, and subsequent charges will not apply for the following year. However, canceling after using discounts for purchases will not result in partial refunds. Once these discounts have been applied to your purchases, they are considered redeemed, and their value cannot be refunded

3.5 **Cancellation After Trial:** Should you choose to cancel your subscription for a trial period, or before a paid period ends, you won't incur more charges. However, please note that no refunds or pro-rated refunds will be issued for the remaining paid period.

4 REFUND REQUEST PROCESS

4.1 **App Subscriptions:** If you're seeking a refund for app subscriptions managed by Apple and Android, follow their respective refund processes. For Apple, [Click Here](#), and [Click Here](#) for Android. Please read our [Subscription Terms and Conditions](#) for more details.

4.2 **Store and Academy Purchases:** For products/services from ThinkFit Store or ThinkFit Academy, refer to specific refund policies on their respective web pages. Purchases from the ThinkFit Store and ThinkFit Academy may offer either store credit or full/partial refunds, based on the product/service nature. To find out specific options, visit the relevant web pages. To inquire about refunds, please contact hello@thinkfit.app. Keep in mind that third-party products or services might have varying refund policies, please refer to their relevant legal documents for more information.

5 NON-REFUNDABLE ITEMS

Please note that refunds are not applicable to digital products due to their non-returnable nature after download. Digital products typically offer immediate access and usability, and once this access has been granted, it

becomes impractical to reverse the transaction. Therefore, we do not provide refunds for digital products, ensuring fairness and consistency in our refund policy.

6 REFUNDS FOR EARLY CANCELLATIONS

If you decide to cancel your subscription after the trial period but before the paid period concludes, you will not incur any additional charges. However, we do not issue refunds for the unused portion of the paid period. This means that while you won't be billed further, you also won't receive a refund for the remaining time in your paid subscription period.

7 REFUND NOTIFICATION

- 7.1 **General refund on applicable products and services:** If you need a refund (if applicable) please submit your notice of refund to us on the following e-mail: hello@thinkfit.app and store@thinkfit.app with the subject indicating "Refund". For a smooth process, we kindly ask you to be concise and add all the information we do need to process your request in the most efficient and effective way. Upon receiving your notice, we will send you an email notification and information regarding the same subsequently.
- 7.2 **Store and Academy Purchases:** The timing of refund notifications aligns with the type of product or service. For more information, refer to the relevant product and/or services web pages.
- 7.3 **Refund during resolution of claims:** You may not be eligible for a refund in respect of any Service pending the resolution of a claim for a refund.
- 7.4 **Notification for EU consumers:** According to Article 16(a) of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, the right of withdrawal may not be provided after the service has been fully performed, if the performance has begun with the consumer's prior express consent, and with the acknowledgment that he will lose his right of withdrawal once the contract has been fully performed.

8 OPERATOR'S DISCRETION

Refunds are issued at ThinkFit's, our partners or affiliates, and its respective officers, directors, employees and agents, and the same may be accepted or rejected as such.

9 THIRD-PARTY REFUND

9.1 **Third-Party Refund Policies:** This Agreement solely applies to ThinkFit's products and services. Refund policies for third-party products or services follow the terms provided by those specific providers. Please refer to their respective refund policies for accurate details. By consulting their refund policies, you can ensure that you have accurate and detailed information concerning any potential refunds or return processes associated with their products or services.

10 REFUND DISBURSEMENT

In the event that we determine your eligibility (at our sole discretion) for a refund based on cancellation requests made within the specified timeframe (if any), we will proceed to disburse the applicable refund amount to your original payment method. This disbursement will be executed with due promptness, adhering to a minimum processing period of **30 days** (subject to the policies established by your payment method issuer). It is important to acknowledge that any transaction charges imposed by your card issuer or payment processor are not eligible for refund. While we diligently endeavor to expedite the refund process, it is essential to recognize that external factors might result in unforeseen delays beyond our control. In such scenarios, we cannot be held accountable for these unforeseen delays. Notwithstanding the foregoing, this section does not apply to services provided by third parties on the Platform in which case their respective policies shall apply.

11 CONTACT US

If you have any questions or concerns about the Agreement, please send an e-mail to hello@thinkfit.app /. All other inquiries should be directed to ThinkFit's Feedback Page or hello@thinkfit.app/ .