REFUND & CANCELLATION POLICY

1. DEFINITIONS

"**Chargeback**" means the procedure by which a Transaction (or portion thereof) is denied or returned by the Card Licensor or the Payment Card Issuer which may result in a debit to the Merchant.

"**Chargeback Amount**" means the Transaction amount which may be debited to the Merchant, pursuant to a Chargeback.

"**Customer(s)**" means any person who owns any Card that he/she/they use to process the Transaction.

"**Merchant**" means a person or company who sells Products and process payments of its customers through Automated Services Network Company ("eNet").

"**Payment Card Issuer**" or "Card Issuing Bank" means any financial institution that issued the Card used by the Customer in any Transaction.

"**Transaction(s)**" means any payment made by a Customer to the Merchant for the Products purchased/received from the Merchant.

2. OVERVIEW

a. Amount once paid through the payment gateway shall not be refunded other than in the following circumstances:

   i. If you changed your mind on a purchase or made a mistake, you can ask your seller or merchant for a refund.

   ii. Multiple times debiting of Customer's Card/Bank Account due to technical error OR Customer's account being debited with excess amount in a single transaction due to technical error. In such cases, excess amount excluding Payment Gateway charges could be refunded to the Customer.

   iii. Due to technical error, payment being charged on the Customer's Card/Bank Account while the enrollment for the examination is unsuccessful. Customer would be provided with the enrollment at no extra cost. However, if in such cases, Customer wishes to seek refund of the amount, he/she would be refunded net the amount, after deduction of Payment Gateway charges or any other charges.

b. The application for a refund or cancellation should be sent to the Merchant.

c. The application will be processed manually, and after verification if the claim is found valid, the amount received in excess will be refunded by our accounts department through electronic mode in favor of the applicant and confirmation will be sent to the mailing address given in the online registration form, within a period of 21 calendar days on receipt of such claim. It will take 3-21 days for the money to show in your bank account depending on your bank's policy.

d. "eNet" assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances: a. If the Payment Instruction(s) issued by you is/are incomplete, inaccurate, invalid, or delayed. b. If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s) c. If the funds available in the Payment Account are under any encumbrance or charge. d. If your Bank is the cause of the delay of the Payment Instruction(s) e. Circumstances beyond the control of "eNet" (including, but not limited to, fire, flood, natural disasters, bank strikes, power failure, systems failure like computer or telephone lines breakdown due to an unforeseeable cause or interference from an outside force).

e. . User agrees that "eNet", in its sole discretion, for any or no reason, and without penalty, may suspend or terminate his/her account (or any part thereof) or use of the Services and remove and discard all or any part of his/her account, user profile, or his/her recipient profile, at any time. "eNet" may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. User agrees that any termination of his /her access to the Services or any account he/she may have or portion thereof may be affected without prior notice, and agrees that "eNet" will not be liable to user or any third party for any such termination. Any suspected, fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies "eNet" may have at law or in equity. Upon termination for any reason, user agrees to immediately stop using the Services.

f. "eNet" may elect to resolve any dispute, controversy or claim arising out of or relating to this Agreement or Service provided in connection with this Agreement by binding arbitration in accordance with the provisions of Kuwait Law. Any such dispute, controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

3. CHARGEBACKS

a. The Payment Card Issuer shall have the right to Chargeback a Transaction, without prior notice to the Merchant, for any reason, including but not limited to:

i. In case of Chargeback, "eNet" shall have the right to impose the Chargeback Fees.

ii. The Merchant agrees that, for period of 2 Gregorian years after the termination of the Services, the Merchant will be responsible for payment of Chargebacks Fees and adjustments resulting from any Transactions.

iii. the Customer fails to obtain the Authorization in accordance with clause 8 above of a Disputed Transaction;

iv. that the Merchant fails to provide any document or information pertaining to a Transaction within seven (7) calendar days of the Merchant's receipt of such request; or that a Transaction is alleged to have been accepted or requested improperly without the authority of the Customer.

v. is reversed for any reason by any payment processor, or financial institution, Payment Card Issuer.

vi. is allegedly unlawful, suspicious, or in violation of this Agreement.

b. In case of Chargeback, "eNet" shall have the right to impose the Chargeback Fees.

c. The Merchant agrees that, for period of 2 Gregorian years after the termination of the Services, the Merchant will be responsible for payment of Chargebacks Fees and adjustments resulting from any Transactions.

d. In the event of an excessive level of Chargebacks against the Merchant, "eNet" reserves the right to hold the Collected Payments without releasing any further Collected Payments to the Merchant. These held back Collected Payments may be released only after a period of (200) calendar days.

e. In the event of incidents like i) suspicious transactions ii) Excess Chargebacks as per section 6.6 iii) documents not clear iv) Merchant bank statement not uploaded v) Merchant bank statement incomplete vi) Merchant bank information not matching with bank statement vii) expired ID or Commercial Registration Certificate viii) Merchant Site inactive ix) Merchant Site incomplete for various reasons, "eNet" reserves the right to hold the Collected Payments ("Active Freeze") till the rectification/regularization/resolving of abovementioned defects and/or issues. However, "eNet" may permit the Merchant to use the Platform for Transaction.

f. Collected Payments are subject to, among others things, the Chargeback Amount, Chargeback Fees and/or other fines imposed by the Payment Card Association and to the Pricing Plan agreed between "eNet" and the Merchant.

4. FEES PAYABLE BY THE MERCHANT

a. In consideration of the provision of the Services by "eNet", the Merchant acknowledges and agrees to pay to "eNet" a fee as per the commercial proposal signed or agreed by the Merchant and based on the Pricing Plan chosen by the Merchant at the time of affiliation. This fee will be debited from the Collected Payment prior to being credited into the Merchant Account.

b. The Merchant agrees that "eNet" will impose:

i. Chargeback Fees specified in commercial proposal in respect of each Chargeback ("Chargeback Fees").

ii. an administration charge, specified in commercial proposal, for each "Request for documents" received from the Payment Card Issuer or for any refund transaction requested by the Merchant ("Administrative Charges").

iii. a Wire Transfer fee, specified in commercial proposal, will be charged for each fund transfer from "eNet" to the Merchant Account (either Inter-country or Intra-country).

c. Any Chargebacks Fees, Administrative Fees, or other amounts due to "eNet" from the Merchant will be automatically deducted from the Collected Payments and in the event of any insufficiency of funds, such charges will be deducted from financial guaranty and/or security deposit.

REFUND & CANCELLATION POLICY

What was paid with a Credit or Debit card will be refunded back to the same card.

REFUND STATUS

Pending: Your refund has been issued, but the bank is still processing it. It usually takes 3 to 21 business days for the money to arrive.

Temporary hold: Bank Issue / Legal Please Contact Us [Insert Email].

Completed: Your refund has been sent and completed on the seller or recipient's side. You still may not see the payment in your account available balance. It may take an additional 3 to 5 business days to process, even if it's marked as Completed.

Contact Us about Refund and Cancellation Policy Using this form