

## **MIMIKA REFUND POLICY**

Last updated 15.11.2023

### **1. GENERAL RULES**

1.1 THIS REFUND POLICY APPLIES ONLY IF YOUR ACCESS TO MIMIKA (THE “SERVICE”) HAS BEEN PURCHASED DIRECTLY ON THE WEBSITE AVAILABLE VIA THE LINK [HTTPS://QUIZ.MIMIKA-APP.COM](https://quiz.mimika-app.com) (THE “WEBSITE”). ANY FEATURES OF THE SERVICE (SUBSCRIPTIONS, ADD-ON ITEMS) PURCHASED VIA AN APP STORE ARE SUBJECT TO SUCH APP STORE’S REFUND POLICIES. THUS, YOU HAVE TO CONTACT AN APP STORE’S SUPPORT TO REQUEST A REFUND.

1.2 By using the Service on any computer, mobile phone, tablet, or other device (collectively the “Device”), you as a user of the Service confirm that you have read, understand, and agree to be bound by this Refund Policy and any other applicable law.

1.3 We may change this Refund Policy at any time without notice, effective upon its posting on the Website. Your continued use of the Service shall be considered your acceptance of the revised Refund Policy. If you do not agree to this Refund Policy, please do not use this Service.

1.4 Through the Website, you may purchase access to the paid Content (as defined in section “Intellectual Property” of the [Terms of Use](#)) of the Service (“Purchase”) by the available payment methods. The availability of payment methods depends on your country and region.

1.5 The cost of the Purchase (either one-time payment or subscription payment) is provided within the Service on the relevant checkout screen.

1.6 You will be granted access to the Content immediately after your transaction (either one-time payment or subscription payment) is successfully validated by our servers.

1.7 Please note that to process the payment, we use third-party services (i.e., payment processors). Such services enable the transaction initiated by you and notify us of its completion. We do not store or collect your payment details ourselves. This information is provided directly to our third-party payment processors.

1.8 The Subscription plans we offer on the Website are a subscription-based service with regular billing. Please pay attention to the length and price of the subscription to know when and how much you will be billed.

We occasionally provide alternative purchase options such as the ‘Lifetime Plan’ or ‘One-Time Purchase.’ In this case, these offers will be marked accordingly.

### **2. MONEY-BACK GUARANTEE**

2.1 You agree that the Purchase is final, that we will not refund any transaction once it has been made, and that the Purchase cannot be canceled. Notwithstanding the

foregoing, you may be eligible to receive a refund of a one-time payment or last subscription payment in the following cases:

*2.1.1 Technical difficulties. The technical difficulties may include material crashes, failure to launch, non-clickable buttons, and other issues, which render your use of the Purchase impossible.*

*You agree that minor technical difficulties can occur as a result of the app update, and this case is not eligible for a refund.*

*To understand whether you are eligible for a refund, we may ask you to provide the following information:*

- A. your device's model, operating system, and version;*
- B. the steps you take when this issue appears;*
- C. a screen recording or screenshots that would illustrate the issue;*
- D. any additional information that would help us identify the problem, if the details you have already provided are not enough to identify the issue you're experiencing.*

*2.1.2 No visible results: If you did not get visible results after following the Content recommendations and met all the following conditions:*

- A. you contact us within 30 (thirty) calendar days of the Purchase date (where the Purchase date shall be understood as the date of validation of your payment by our servers for a one-time payment or as the date of validation of your last subscription payment by our servers)*
- B. you have followed our personalized plan for at least 14 (fourteen) consecutive days*
- C. and you can demonstrate that you have followed the plan by providing us with a screen recording or screenshots of your plan history, which you have personally passed.*

*The minimum number of completed training sessions in your plan during 14 (fourteen) consecutive days (two weeks) should be equal to at least 12 training sessions, namely: at least 10 minutes per each day.*

*Should you buy a one-week subscription, the minimum number of completed training sessions in your plan during 7 (seven) consecutive days (one week) should be equal to at least: 7 training sessions, you must not skip training sessions.*

### 3. REFUND RULES

3.1 The access to the Service is suspended immediately after your refund request is acknowledged and processed.

3.2 All refunds will be calculated according to the actual Purchase price paid at the time of Purchase. Please note that the time needed for the refund to proceed depends on the region and card issuing bank, and we cannot control this process.

3.3 We do not provide a refund due to technical problems with your Device, including but not limited to hardware malfunction and/or problems due to Internet connectivity.

3.4 If you want to cancel your Purchase and are entitled to any refund, we reserve the right to charge a fee to cover the cost of any administrative or other expenses we may have suffered due to your order, to the extent permitted by law.

3.5 You get access to the Content and all Premium features **as soon as you log into the app**. Therefore, the Service is considered as provided.

3.6 For residents of certain US states: If you reside in California or Connecticut and cancel the purchase at any time before midnight of the third business day after the date of such purchase, we will return the payment you have made.

3.7 For the EU residents: If you are a consumer based in the EEA or Switzerland, you have an automatic legal right to withdraw from contracts for purchases of Services. However, when you make a purchase of a single item of digital content (such as a video recording or a PDF file) you expressly agree that such content is made available to you immediately and you, therefore, lose your right of withdrawal and will not be eligible for a refund.

3.8 EU residents have the right to request a refund if, according to p. 3.6 the Service was not provided, i.e., the login process was not completed and the access to the content was not provided. According to the law, the refund will be made 14 days after the day you make the Purchase.

3.9 The Mimika PDF E-Book is a lifetime offer for a digital product, and as such, **is a provided Service, and is not applicable for a refund**.

3.10 By starting to download the Purchase, you hereby expressly consent to the immediate performance of the Agreement and acknowledge that you will lose your right of withdrawal from the Agreement once our servers validate your Purchase and the Purchase is successfully delivered to you.

3.11 If we incur costs and/or expenses because a payment is declined because of the issues from your side (e.g. because there are insufficient funds in the account or the credit card limit has already been exhausted), then we are entitled to bill you for the actual costs and/or expenses incurred.

3.12 Where there is a legitimate reason, we reserve the right for each Purchase to refrain from offering certain payment methods and to specify alternative payment methods.

3.13 We can only refund through **the same payment method** that you have used for paying us for the Service. We cannot issue refunds to any other payment method than the one you have used to pay for your subscription.

3.14 Certain refund requests may be considered by our company on a case-by-case basis and granted at our sole discretion.

3.15 A refund can usually be claimed **only during the subscription period**. If the subscription period has expired before you made a request, we will not be able to provide you with a refund.

3.16 If the subscription was active for more than 2 billing cycles, and you **did not** cancel the subscription following **section 4. SUBSCRIPTION CANCELLATION RULES**, only **the last** subscription transaction can be refunded.

3.17 In case you have a record of the transaction made after the subscription cancellation, after following **section 4. SUBSCRIPTION CANCELLATION RULES**, please contact Website customer support with the screenshot of the finished cancellation process.

3.18 **To request a refund**, please contact Website customer service at support@mimika-app.com

3.19 The Website customer service proceeds support requests within 24 hours. This time can increase depending on the Website customer service workload.

3.20 If you do not receive a response 72 hours after the request has been sent, please check the Spam folder, or send the request again.

#### 4. SUBSCRIPTION CANCELLATION RULES

4.1 Your subscription renews automatically at the end of each period until you cancel it.

4.2 Should you decide to cancel your subscription, please use the following methods:

A. Contact Website customer service at support@mimika-app.com

B. Contact Website customer service by the respective contact forms on the Website

C. Follow the cancellation process via this link:

<https://quiz.mimika-app.com/manage-subscription?source=privacy>

4.3 Please note that deleting your account, uninstalling the app, or not using the Service for a long time **does not result in subscription cancellation**. The subscription is canceled by following the above methods only.

4.4 Canceling the subscription stops the automatic renewal, but your access remains until the end of your then-current paid subscription period.

#### 5. MODEL WITHDRAWAL FORM

To: support@mimika-app.com

I hereby give notice that I withdraw from my contract for the following service:

Received on:

Name:

Address:

Signature: (required only if sent by post mail)  
Date: