

Refund Policy

1. SCOPE AND APPLICABILITY.

- a. This Refund Policy (hereinafter referred to as the "Policy") applies to all monthly and annual subscription fees paid by Users (hereinafter referred to as "Users") for access to the online educational services and content provided by Brain Builder LLC (hereinafter referred to as the "Platform").
- b. This Policy outlines the circumstances under which Users may be eligible for a refund of their subscription fees, as well as the process for requesting and obtaining a refund.
- c. By subscribing to the Platform's services, Users acknowledge that they have read, understood, and agreed to be bound by the terms of this Policy.

2. REFUND ELIGIBILITY.

- a. Full Refunds. Users may be eligible for a full refund of their most recent subscription fee under the following circumstances:
 - (i) The User cancels their subscription within the first seven (7) calendar days of the initial billing cycle for new monthly subscriptions. Users accessing Brain Builder for the first time must not have accessed the materials to be eligible for a refund. After the initial billing cycle, the User may request cancellation prior to the next billing cycle. Any requests made after the billing cycle starts are subject to Section 2(d) below.
 - (ii) Users are unable to access the online platform or course content due to a technical failure or outage on the part of the Platform, and the issue is not resolved within forty-eight (48) hours.
 - (iii) Users were charged the subscription fee in error.

b. Partial Refunds. Users may be eligible for a partial refund of their most recent subscription fee under the following circumstances:

(i) Users are unable to complete a course or access specific content due to a technical failure or outage on the part of the Platform, and the issue is not resolved within forty-eight (48) hours. The refund amount will be determined based on the proportion of the course or content that Users were unable to access.

c. Exclusions and Limitations.

Refunds are not available for:

- (i) Purchases of individual courses or other one-time content.
- (ii) Users who have been suspended or banned from the Platform due to a violation of the Terms of Service or other policies.
- (iii) Users who have received more than three (3) refunds within a twelve (12) month period, subject to the exception outlined in Section 2 (d).

d. Brain Builder reserves the right to make exceptions to the refund limitation in cases where the User can demonstrate extenuating circumstances, such as severe financial hardship or a medical emergency. Such exceptions shall be evaluated on a case-by-case basis at the sole discretion of the Brain Builder.

3. REFUND REQUEST PROCESS.

a. Submitting a Refund Request. Users seeking a refund must submit their request in writing to the Platform within thirty (30) calendar days of the relevant charge or incident. Refund requests can be submitted via email to brainbuilder@zohomail.com or by mail to the following address:

Brain Builder LLC

Attn: Refunds
6330 Sunrise Blvd #1006
Citrus Heights, CA 95610

- b. The refund request must include the following information:
- (i) User's full name and email address associated with the account
 - (ii) Date of the subscription charge or incident prompting the refund request
 - (iii) Detailed explanation of the reason for the refund request, including any relevant documentation or evidence.
 - (iv) Preferred method of refund (e.g., original payment method, check, etc...)

c. Refund Processing

- (i) The Platform will review all refund requests and make a determination within ten (10) business days of receiving the complete request.
- (ii) If the refund request is approved, the User will receive the refund via their preferred method within fifteen (15) business days of the approval date.
- (iii) In the event a refund request is denied, the Platform will provide the User with a written explanation of the decision within five (5) business days of the determination.

4. CHANGES TO THE REFUND POLICY.

- a. The Platform reserves the right to modify this Refund Policy at any time, in its sole discretion.
- b. Users will be notified of any changes via email and on the Platform's website at least thirty (30) days prior to the effective date of the changes.

c. Continued use of the Platform's services after the effective date of any changes to this Policy constitutes acceptance of the modified terms.

5. CONTACT INFORMATION.

a. For any questions or concerns regarding this Refund Policy, please contact the Platform's User support team at brainbuilder@zohomail.com or (855) 771-0926.

b. User support hours of operation are Monday through Friday 9:00 A.M. to 5:00 P.M., excluding national holidays.

6. GOVERNING LAW AND JURISDICTION.

a. This Refund Policy shall be governed by and construed in accordance with the laws of California, without regard to its conflict of law provisions.

b. Any dispute arising out of or relating to this Policy shall be subject to the exclusive jurisdiction of the courts of California.

7. SEVERABILITY.

a. If any provision of this Refund Policy is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

By signing below, I acknowledge that I have read, understood, and agree to the terms and conditions outlined in this Refund Policy.

Date: _____

Signature of User

Printed Name of User

By checking this box, you confirm that the User is a minor and that you have been provided with the Parental Consent form, reviewed its terms, and provided your consent.

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Appendix A: Sample Refund Request Form

Brain Builder LLC Refund Request Form

Date of Submission:

User Information:

Full Name:

Email Address:

Account Username (if different from email):

Subscription Details:

Subscription Type:

Date of Charge:

Amount Charged:

Reason for Refund Request:

- Cancellation within eligible period
- Technical issue or platform outage
- Billing error
- Other (please explain below)

Detailed Explanation:

Preferred Refund Method:

- Original payment method
- Check (provide mailing address below)
- Electronic transfer (provide bank details below)

Additional Information (if applicable):

By submitting this form, I certify that all information provided is true and accurate to the best of my knowledge.

User Signature:

Date:

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