#### **REFUND POLICY**

Last Updated: January 20, 2024

Here at the **EP Consulting LLC**. (Elitepickz) we work for your satisfaction. The following terms (this "**Policy**") are applicable to all our consulting services (the "**Services**").

#### 1) 30-Day Positive Unit Guarantee for Month/Year Passes

Upon subscribing to our Month or Year Passes, we offer a 30-Day Positive Unit Guarantee. For the purposes of this guarantee, the calculation of the 30-day period begins from the start of the purchase date, regardless of the specific time of subscription. For example, if you purchase a subscription at 8 PM on December 29th, the entire day of December 29th will be included in the 30-day evaluation period. If our sports picks do not result in Positive Units over the course of the first thirty (30) days of your subscription, as determined by the combined net "units" from our Analyst Picks, EV Bot, and Arbitrage Bot (collectively "Tools"), you are eligible for a full refund, subject to the terms and conditions below:

- a. Refund Request Window: Refund requests must be submitted within seven (7) days following the initial thirty (30) day period of your subscription. All refund requests shall be submitted to <a href="mailto:support@elitepickz.com">support@elitepickz.com</a> or via the Elitepickz Discord Client Support Section. If your refund is denied, we will provide you with proof of Positive Units based on the terms of this Section 1.
- b. Refund Process: Refunds will be processed to the original payment method unless another payment method is agreed upon at our sole discretion.
- c. ROI Conversion: For the Arbitrage Bot, every one percent (1%) of ROI will be equated to 0.002 units for the sake of uniformity across our Services.
- d. EV Bot Unit Conversion: For the EV Bot, every one unit (1) will be equated to 0.05 units for the sake of uniformity across our Services.
- e. Positive Unit Determination and Results Presentation: We offer access to Tools for sports picks, and Positive Units within any 30-day window is determined by the combined results of these Tools. You will have access to: (i) Analyst Picks: Direct insights from professional gamblers on their betting choices and stakes; (ii) Arbitrage Bot: A tool that identifies and communicates risk-free ROI opportunities; and (iii) EV Bot: A bot providing sports picks and autonomously tracking results. The collective performance of these Tools, as recorded and tracked by us, forms the basis for calculating unit gain or loss. This is how the results will be presented upon request: (i) Results from Analyst Picks, where professional gamblers share their wagers; (ii) Results from the Arbitrage Bot, with ROI converted to units per Section 1c above; and (iii) Results from the EV Bot, reflecting its automated tracking. The net total of all three

**Tools will determine unit positivity.** By purchasing, all clients agree to use the Elitepickz tracking sheet as linked here to determine unit positivity.

### Example

For instance, a 30-day results summary might display: (i) Analyst Picks: -5 Units; (ii) EV Bot: +100 Units; and (iii) Arbitrage Bot: +500 Units (equivalent to 1000% ROI). A combined total that is positive, such as +595 Units in this example, will signify unit gain. You acknowledge that unit gain is assessed by the aggregate results of these Tools, notwithstanding the individual performance of any single Tool or whether you don't use all Tools provided, regardless of your choice or if you are prevented from doing so based on your jurisdiction or any other reason.

- e. Non-liability After First Period or Termination: Should you renew your subscription beyond the initial thirty (30) days, we will not be liable for refunds or additional payments for any subsequent period. Additionally, we shall not be liable for any refunds or additional payments if your subscription is terminated for any reason per our Terms of Service prior to the initial thirty (30) days.
- f. Operational Integrity and Timeliness: Our tracking system is subject to routine security maintenance approximately every few months, lasting about thirty (30) minutes. During this maintenance, some sports picks finalizing in this window may not be recorded. You acknowledge the negligible impact of this due to the high volume of picks provided. Separately, due to the live nature of odds, reliance on third-party data providers, or unforeseen technical difficulties, our service may experience minor delays occasionally (a few seconds to a couple minutes) and, in rare cases, delays up to a few hours. You agree that these delays are part of the inherent risks associated with our Services. By using our Services, you explicitly acknowledge and accept the potential for these maintenance periods and delays, and you understand that neither will be considered a failure of service or a breach of our Policy.
- g. Unforeseen Events and Service Continuity: In the rare instance of an unforeseen event, such as a cyber-attack on our Discord server or other critical systems, we will enact an immediate response to secure our platforms and safeguard user information. While such incidents are beyond our control, we are committed to minimizing their impact and will provide timely updates to you. Our responsibility in these scenarios is limited to the prompt restoration of service and transparent communication. Liability for any indirect impact on the user's ability to utilize our sports picks due to these unforeseen events is expressly disclaimed.
- h. Exclusions: The guarantee applies exclusively to Month and Year Passes purchased through our website for the first thirty (30) days only. Free trials and

# other types of passes, or extensions of any subscription beyond the initial thirty (30) day period, are not covered by this guarantee.

We reserve the right to make final determinations of positive units based on our tracking systems and data.

#### 2) No Other Guarantee

We do not guarantee any refunds other than for the 30-Day Positive Units Guarantee for Month/Year Passes above. However, we may offer a refund on a case-by-case basis, which can be given in credit towards additional company services. If for any reason, you're not happy with your purchase, please notify our Customer Service. The Customer Service team after looking into your complaint will make an appropriate decision.

- a) No refund can be claimed for the any subscription that gets canceled due to a violation of our guidelines and policies.
  - i) NO PRORATED REFUNDS ARE PROVIDED FOR CANCELLATIONS MADE BEFORE THE END OF THE PAID-UP PERIOD.

#### 3) Prohibited Refund Methods/No Chargebacks

You expressly agree to not use any method to circumvent this Refund Policy, including a credit card charge-back. Should you attempt to obtain a refund through any financial recovery methods offered by a financial institution, we reserve the right to charge you an\_administrative fee equivalent to ten percent (10%) of the total transaction amount or the highest amount allowable by applicable law, whichever is less. This fee is to cover the administrative expenses incurred by us in responding to and processing such actions.

#### 4) Refund Procedures and Timing

Please give our Support Team at least five (5) full business days to review your request. Refund requests should contain a detailed reason for why you are applying for a refund (in the form of additional credit towards company services). Make sure your request does not contradict our Terms and Conditions or this Policy. Any refunds of additional company services credit will be communicated between our team and the customer. Such approval may be contingent upon you completing any informational form, as requested by us in certain situations. Once a refund request has been reviewed, our team will decide and let you know within one (1) additional business day.

#### 5) Electronic filing and other fees

Electronic filing fees, as well as third-party service fees (including refund product fees) are non-refundable and accrue at the time of the filing.

## 6) Changes

Please note that we hold all the rights to change or modify this refund and cancellation policy at any time.

## 7) Customer Service

If you would like to contact us concerning any matter relating to this Refund Policy, you may send an email to [support@elitepickz.com].

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