# **Return and Refund Policy**

Last Updated: July 17, 2025

This Return and Refund Policy explains the terms and conditions for refunds and returns for the Booked Funnelbuilder Academy membership ("Service") provided by LetsGoFunnels ("we," "us," or "our").

## 1. Policy Overview

Due to the digital nature of our membership service and immediate access to exclusive content, our refund policy is designed to balance consumer protection rights with the realities of digital content delivery.

## 2. EU Consumer Withdrawal Rights

### 2.1 Right of Withdrawal (EU Directive 2011/83/EU)

If you are a consumer residing in the European Union, you have the right to withdraw from this contract within **14 days** without giving any reason.

#### Withdrawal Period:

- The withdrawal period expires 14 days after the day of contract conclusion (subscription start date)
- To exercise your right of withdrawal, you must inform us of your decision by sending a clear statement to support@funnelsgenius.com

## 2.2 Loss of Withdrawal Right for Digital Content

**Important Notice:** Under EU law (Article 16(m) of Directive 2011/83/EU), the right of withdrawal is lost for digital content if:

- Performance has begun with your prior express consent
- You acknowledged that you lose your right of withdrawal once performance begins

By subscribing and accessing membership content, you expressly consent to immediate performance and acknowledge the loss of withdrawal rights upon first access.

## 2.3 Withdrawal Process for Eligible Cases

If you are eligible for withdrawal:

- 1. Send withdrawal notice to support@funnelsgenius.com within 14 days
- 2. Include your full name, email address, and subscription details
- 3. Specify "Withdrawal Request" in the subject line
- 4. We will confirm receipt within 48 hours
- 5. Refund will be processed within 14 days to your original payment method

## 3. General Refund Policy

#### 3.1 No-Refund Standard

Due to the instant accessibility of digital content and resources:

- All sales are considered final once content has been accessed
- Refunds are not provided for change of mind or buyer's remorse
- Partial refunds for unused portions of monthly subscriptions are not available

#### 3.2 Cancellation vs. Refund

Cancellation: You may cancel your subscription at any time

- Access continues through the end of your current billing period
- No refund for the current billing cycle
- Future charges will cease

**Refund:** Return of money already paid (limited circumstances only)

## 4. Refund Exceptions and Eligibility

#### 4.1 Technical Failure Refunds

We will provide refunds when:

- Prolonged Service Outage: Platform inaccessible for more than 72 consecutive hours due to our technical failure
- Account Access Issues: We cannot restore legitimate account access within 7 business days

### 4.2 Billing Error Refunds

Immediate refunds for:

Duplicate charges for the same billing period

- Charges after confirmed cancellation (when cancellation was processed before billing cycle)
- Unauthorized charges due to payment processor error
- Currency conversion errors exceeding 5% of the charged amount

#### 4.3 Fraud and Unauthorized Access

Refunds available for:

- Charges resulting from unauthorized account access
- Identity theft or fraudulent use of payment methods
- Charges made by minors without parental consent

### **Required Documentation:**

- Police report or fraud declaration
- Bank statement showing disputed transaction
- Identity verification documents

## 5. Refund Request Process

### 5.1 Timeframe for Requests

- Billing Errors: Must be reported within 60 days of charge
- Technical Failures: Must be reported within 30 days of issue occurrence
- Fraud Claims: Must be reported within 90 days of discovery
- EU Withdrawal: Must be exercised within 14 days of subscription

### 5.2 Required Information

All refund requests must include:

- Full name and email address associated with account
- Subscription/transaction ID or payment reference
- Detailed explanation of refund grounds
- Supporting documentation (where applicable)
- Preferred refund method

#### **5.3 Review Process**

- 1. **Initial Review:** 3-5 business days for standard requests
- 2. Investigation: Up to 14 days for complex cases requiring technical review
- 3. Decision Communication: Written notification of approval/denial with reasoning
- 4. Appeal Process: 30 days to appeal denied requests with additional evidence

### **5.4 Processing Time**

#### **Approved Refunds:**

Credit card refunds: 5-10 business days

• PayPal refunds: 3-5 business days

Bank transfer refunds: 7-14 business days

Alternative payment methods: Up to 21 business days

### 6. Partial Refunds and Pro-Rata Calculations

#### 6.1 Calculation Method

Partial refunds calculated based on:

- Unused days in current billing cycle
- Inaccessible content percentage
- Actual damages or loss proven

Formula: (Unused Days ÷ Total Billing Days) × Monthly Fee = Partial Refund Amount

## 7. Chargeback and Dispute Resolution

### 7.1 Pre-Chargeback Communication

### Before initiating a chargeback:

- Contact our support team at support@funnelsgenius.com
- Allow 5 business days for initial response
- Provide opportunity for direct resolution
- Document all communication attempts

### 7.2 Chargeback Consequences

#### **Immediate Effects:**

- Temporary suspension of account access pending resolution
- Investigation of transaction and account history
- Documentation of dispute for future reference

#### **Resolution Outcomes:**

- Chargeback Justified: Account remains active, no penalties
- Chargeback Unjustified: Account termination and collection of fees

• Fraudulent Chargeback: Permanent ban from all LetsGoFunnels services

### 7.3 Legitimate Dispute Process

- 1. Internal Resolution: Contact support with detailed complaint
- 2. **Escalation:** Request supervisor review if unsatisfied
- 3. External Mediation: Consumer protection agency or alternative dispute resolution
- 4. **Legal Proceedings:** Final resort for unresolved matters

## 8. Consumer Protection Rights

### 8.1 Portugal Consumer Protection

Portuguese consumers are protected under:

- Lei de Defesa do Consumidor (Consumer Protection Law)
- EU Consumer Rights Directive
- Portuguese Civil Code provisions

#### **Additional Rights:**

- Right to clear contract terms
- Protection against unfair commercial practices
- Access to alternative dispute resolution

### 8.2 DECO and Consumer Support

Portuguese consumers can contact:

- DECO (Portuguese Consumer Protection Association)
- CNIACC (National Center for Information and Arbitration of Consumer Conflicts)
- Portal da Queixa (Portuguese Complaint Portal)

### 8.3 EU Online Dispute Resolution

EU consumers can access the European Commission's Online Dispute Resolution platform at: https://ec.europa.eu/consumers/odr/

## 9. Business Customer Policy

### 9.1 B2B Transactions

Business customers (companies, organizations, professionals):

- Limited consumer protection rights
- Commercial terms apply
- 30-day billing error resolution window
- No cooling-off period

#### 9.2 VAT and Tax Refunds

- VAT refunds processed according to Portuguese tax law
- Business tax documentation required
- Separate timeline for tax-related refunds

## 10. Force Majeure and External Factors

### 10.1 Circumstances Beyond Our Control

No refunds for service interruptions due to:

- Internet service provider outages
- Government restrictions or censorship
- · Natural disasters affecting infrastructure
- Cyber attacks on third-party services
- User's technical equipment failures

### 10.2 Third-Party Payment Processor Issues

- Payment processor outages not our responsibility
- Processing fee refunds subject to processor policies
- Currency fluctuation impacts not refundable

## 11. Account Termination and Refunds

## 11.1 Termination by User

- Voluntary cancellation: No refund for current period
- Account remains active until billing cycle end
- No penalties for standard cancellation

## 11.2 Termination by LetsGoFunnels

#### For Terms of Service Violations:

- No refund for current billing period
- Permanent loss of access to content

Potential collection of outstanding fees

#### For Technical/Business Reasons:

- Pro-rata refund for unused service period
- 30-day advance notice when possible
- Assistance with data export

### 12. Refund Limitations and Exclusions

### 12.1 Maximum Refund Liability

- Total refunds limited to amounts paid in preceding 12 months
- No compensation for indirect damages or losses
- No refunds for third-party costs or expenses

#### 12.2 Excluded Scenarios

No refunds available for:

- Dissatisfaction with content quality or relevance
- Changes in personal financial circumstances
- Competitive products or better pricing elsewhere
- Failure to use or access available content
- User error or misunderstanding of service features

## 13. Updates to This Policy

### 13.1 Policy Changes

We reserve the right to modify this policy:

- Changes communicated 30 days in advance
- Material changes require explicit user notification
- Continued use constitutes acceptance of changes

## 13.2 Grandfathering of Rights

Existing subscribers retain refund rights under the policy version active when they subscribed, unless changes are legally required.

## 14. Contact Information

### For Refund Requests and Questions:

• Email: support@funnelsgenius.com

• Subject Line: "Refund Request" or "Billing Inquiry"

• Response Time: 3-5 business days

Mailing Address: LetsGoFunnels

Rua 28 de Janeiro, nº 350 Vila Nova de Gaia, Portugal

#### **Consumer Protection Contacts:**

• **DECO:** www.deco.proteste.pt

• European Consumer Centre Portugal: www.cec.consumidor.pt

## 15. Legal Compliance Statement

This policy complies with:

- EU Consumer Rights Directive (2011/83/EU)
- Portuguese Consumer Protection Law
- GDPR data handling requirements
- Payment Card Industry standards

**Effective Date:** This policy is effective as of July 17, 2025, and applies to all transactions from this date forward.

By subscribing to our service, you acknowledge that you have read, understood, and agree to this Return and Refund Policy.