



# **SUITE.DIVINUS**

## **Refund & Chargeback Policy**

**SaaS Subscription Fees · non-refundable baseline**

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Provider: DivinusGratia Ltd

Company Number: 13994252

Registered Office: Croydon, Greater London, England

Contact: [info@divinusgratia.co.uk](mailto:info@divinusgratia.co.uk)

Platform: <https://suite.divinusgratia.co.uk>

## REFUND & CHARGEBACK POLICY

### 1. Purpose and commercial character

This Refund & Chargeback Policy applies to Subscription Fees charged by DivinusGratia Ltd for Suite.Divinus software access, licensing rights, hosted services, platform infrastructure, operational tooling, Workspace access, AI functionality (where entitled), hosting and software subscriptions.

Suite.Divinus generally does not sell physical goods. Subscription access is consumed immediately upon activation (including Pending Activation explore entitlements and paid commercial activation). Accordingly, Subscription Fees are generally non-refundable under UK commercial SaaS practice, subject only to the limited exceptions below and mandatory law.

This Policy is professional and restrictive. It is not a “customer-friendly” goodwill refund scheme.

### 2. Definitions

- Subscription Fees — amounts payable for SaaS plans (Brochure Lite £10/mo, Brochure Managed £20/mo, Starter £29/mo, Professional £79/mo, Enterprise custom quote) and related SaaS entitlements.
- Commerce Payments — amounts paid by a Customer’s shoppers/donors via storefront/checkout; distinct from Subscription Fees; Customer remains responsible for shopper refunds and disputes.

### 3. General rule — no refund

Except as expressly stated in Section 4 or required by law:

- Subscription Fees are non-refundable once a billing period has commenced or access has been activated.
- Failure to use the Platform does not create refund rights.
- Customer configuration mistakes do not create refund rights.
- Closing a business, changing strategy, staffing issues, or dissatisfaction after activation do not create refund rights.
- Cancelling after activation does not create a right to a partial-period refund.
- Downgrades take effect at renewal unless otherwise agreed; they do not refund prior periods.

### 4. Limited refund exceptions

Refunds of Subscription Fees may be issued solely for:

- Duplicate charges for the same Subscription period
- Documented billing errors by the Provider
- Payment processor faults resulting in incorrect capture of Subscription Fees
- Charges made incorrectly to the wrong Customer or wrong amount due to Provider or processor error
- Circumstances where a refund is required by applicable law
- Written exceptions expressly approved by DivinusGratia Ltd

Approved refunds are typically returned to the original payment method. Timing depends on the payment processor.

### 5. How to request a review

Email [info@divinusgratia.co.uk](mailto:info@divinusgratia.co.uk) with organisation name, Workspace/tenant identifier if known, invoice/payment reference, and a concise description of the claimed duplicate or error. We may request additional evidence. Submitting a request does not suspend payment obligations or prevent Restricted/Suspended status under billing clocks (past due → Restricted at 7 days → Suspended at 14 days, data preserved on billing suspension).

### 6. Chargebacks and payment disputes

- Customers must contact the Provider and allow a reasonable cure period before initiating a card chargeback or payment dispute for Subscription Fees.

- Unjustified chargebacks may be treated as material breach, may incur recovery of processor fees, and may result in immediate restriction or suspension.
- Onboarding requires acknowledgement of this refunds and payment dispute policy (refundsChargebackPolicy) before commercial billing activation.

## 7. Commerce Payments (storefront)

Commerce Payments are not covered by this SaaS refund policy. Shopper refunds, chargebacks, tax and fulfilment disputes remain the Customer's responsibility as merchant of record for their shoppers. The Provider does not become merchant of record by providing Medusa-wrapped commerce administration or checkout tooling.

## 8. Enterprise and Professional Services

Enterprise Order Forms and Done-For-You / Professional Services engagements may specify different commercial refund terms for those fees only. Absent such terms, SaaS Subscription Fees follow this Policy.

## 9. Mandatory law

Nothing in this Policy excludes rights that cannot be excluded under the laws of England and Wales. Business Customers acknowledge this Policy as a core commercial term of SaaS supply.

## 10. Contact

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