

Refund Policy

Simulcation — Datacenter Simulation Platform

Version 1.0 · Last updated: 9 June 2026

This Refund Policy explains when and how refunds are handled for paid Subscriptions and purchases on the Simulcation Service. It supplements Section 6 (Subscriptions, Fees and Payment) of the Terms of Use. By purchasing, you agree to this policy.

1. All Sales Are Final

All purchases are prepaid, and all sales are final. Fees paid are non-refundable, and we do not provide refunds or credits for unused time, features you choose not to use, or changes of mind. This applies to both recurring Subscriptions and one-time purchases.

2. Refunds for a Valid Reason (Exceptional)

Refunds are granted only on an **exceptional basis**. Where we accept, at our sole reasonable discretion, that a valid reason exists — and only where that reason is supported by clear documentation provided with the request (for example, evidence of a material service failure attributable to us that we are unable to remedy) — a partial refund may be granted. Requests that are not well documented will not be considered. The maximum refund is the remaining value of the unused portion of your prepaid term, calculated pro rata temporis, less an administrative fee.

3. How the Refund Is Calculated

The administrative fee is equal to **20% of the overall (total) price** paid for the term, and is deducted from the remaining pro-rata value:

$$\text{Refund} = \text{remaining value (pro rata temporis)} - (20\% \times \text{total price paid})$$

This amount is a maximum: we may grant less. The refund is never less than zero — no amount becomes payable by you as a result of this calculation. One-time purchases (which have no term) are not eligible for a pro-rata refund and are refundable only where required by mandatory law.

Minimum threshold. Refund amounts below USD 100, EUR 100 or CHF 100 (according to the currency of your purchase) will not be processed.

Worked example. A 12-month plan priced at CHF 1,000, paid in advance, with an accepted legitimate reason after 6 of 12 months:

Item	Amount
Total price paid (12-month plan)	CHF 1,000
Remaining value, pro rata (6 of 12 months unused)	CHF 500
Administrative fee (20% of total price)	– CHF 200
Refund payable	CHF 300

Amounts are illustrative; your figures depend on your plan price, currency and the time remaining. Any applicable taxes are handled in accordance with law.

4. How to Request an Exception

All refund and exception requests must be submitted through the Simulcation support portal (our ITSM system) at www.simulcation.com. This is the only accepted channel. **Requests sent by email or any other channel will not be processed.**

Please include your account details, the relevant invoice or transaction reference, a clear statement of the reason, and the supporting documentation that evidences it, so the request can be reviewed and tracked through to resolution. Incomplete or undocumented requests will not be processed.

5. Your Statutory Rights

Nothing in this policy limits any non-waivable rights you may have as a consumer under mandatory law, including any applicable statutory right of withdrawal. Where such rights apply and have not been validly waived, they take precedence over this policy.

6. Educational, Institutional and Free Tiers

Access provided on a free tier involves no payment and so nothing to refund. For schools and other institutions, billing and any refunds are governed by the applicable order and the Educational Use Agreement and Data Processing Agreement.

7. Processing

Approved refunds are made to the original payment method via our payment provider, normally within a reasonable period after approval. The time for funds to appear depends on your payment provider or bank.

8. Changes to This Policy

We may update this Refund Policy from time to time. The current version and its date are shown above. Material changes apply from the next renewal or purchase.

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