

### RETURNS, EXCHANGE, REFUNDS AND MONEY BACK GUARANTEE POLICY

### Introduction to this policy - An important notice for all Sellers and Buyers who uses this policy.

We want you to be completely happy with your purchase through Plura Choice and if you encounter any issues with your order, we will do our best to make it right. As a Buyer through Plura Choice marketplace, you need to understand that there is a large number of Sellers who sell various different types of products from different places on Earth. As much as each of those Sellers is different, their policies on Returns, Exchange, Refunds And Money Back Guarantees Policy also differ. When these Sellers have their own Returns, Exchange, Refunds And Money Back Guarantee Policies, we allow those policies to take precedence over our standard policy which is morefully described below.

The only pre-condition we ask those Sellers to perform is to inform us that they have such a policy and upload that policy either as a PDF document and or provide a weblink which directs to the said policy, for Buyers to review same before purchase. We also ask our buyers to be vigilant that different Sellers will carry different Returns, Exchange, Refunds And Money Back Guarantee Policies and to review the same if they need to do so.

Plura Choice will not be liable or will not entertain allegations pertaining to returns and or exchanges, but merely act as a facilitator between the Seller and the Buyer. It is extremely important to accept that determination of which products can be returned and or exchanged for refunds is a decision that each Seller makes and Plura Choice is not involved in that decision. Hence, as a marketplace, we do not accept any claims regarding disputes about which products can be or cannot be returned or exchanged.

The following policy is a general policy which we as Plura Choice crafted for Sellers on our platform who does not possess Returns, Exchange, Refunds And Money Back Guarantee Policy for them to subscribe to. When a Seller uses the below terms, it does not at any point of transaction gives a right to a Seller and or a Buyer to include Plura Choice as a party to a dispute which may arise as a result of that transaction on matter(s) relating to returns and or exchanges.

### **OUR GUARANTEE**

Our hope is that you will love what you ordered but if something doesn't work out, we will gladly accept returns or exchanges within seven (03) days from the original shipping date, when such an item is categorized as an item which we do accept under Returns & exchanges and is covered by Refund or Money Back Guarantee policy only. If there is no mention of the said policy, then it is safe to assume that the product is non-returnable and or non-exchangeable product which does not come within the acceptance under the Refund and or Money Back Guarantee policy.

To be eligible for a return, your item must be unused and in the same condition that you received it. If any part or item of your order arrives damaged, please email us using the messaging scheme made available by Plura Choice and through the email address provided in our invoice and or our product page. Please include relevant photos of the damaged items, and we will assist you with your inquiry.

### Fees on Returns & Exchange Goods

If we have to incur any costs such as handling, restocking, transport charges, banking, transaction charges, etc., we will inform you within Forty Eight (48) hours of you notifying us that you intend to return the said purchased item. We will also inform you of any other charges which you may incur if you seek to have the items exchanged, such as packing charges, handling fees, delivery fees, any price revisions, etc. We as Sellers do not and cannot guarantee that any item sold can hold the price for a considerable period of time, as prices tend to vary depending on number of factors including but not limited to the materials used for the preparation and delivery of a product on a regular basis.

### **REFUNDS**

Once your return is received by us and we have inspected it, we will send you a follow up notification through Plura Choice communication messaging system to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund and the percentage or amount within twenty-four (24) hours therefrom. If you are approved for a refund, then your refund will be processed, and a credit will be made to Plura Choice within ten (10) business days. Plura Choice will process the said refund and will remit to your account thereafter, and it may take up to ten (10) business days, which will be based on the time taken by the respective banking institutions in processing the monies. Neither the Seller nor Plura Choice will be responsible for delays which may occur as a result of processing time, speed or matters connected with third parties involved in the transaction process, not limited to the Seller, Platform, Banks, Payment gateways, government and or other regulators, etc.

# **EXCHANGES**

We replace items if they are defective or damaged at the time of shipping the said item to you. If you need to exchange it for the same item, please mention that clearly and we will inform you of any costs which you may have to additionally incur for your approval before we commence processing the exchange.



#### **MONEY BACK GUARANTEE**

If it is not specifically stated that the purchased item carries a Money Back Guarantee, it will mean that the item does not carry a Money Back Guarantee. Where Money Back Guarantees are applicable, we will clearly state the operative terms of the said guarantee. In order to claim the said guarantee, it is required that you will need to suffice all the conditions set out in the said guarantee and not otherwise.

### LATE OR MISSING REFUNDS

If you haven't received a refund yet, first check your credit card company/bank account again. Then contact your credit card company/bank account as it may take some time before your refund is officially posted. This can take up to 10 business days or more depending on your institution. If you've done all of this and you still have not received your refund after 45 business days, please contact us through the same channels as mentioned above.

### **BUNDLE PURCHASES**

Bundles Purchases occur when we offer multiple products at a discounted price for purchases of all or certain denominations of the offer, as described at the time for a specified time period. When you as the Buyer of a Bundle Product Offer intend to return an item in that bundle, we may ask you to return the entire bundle, depending on your form of request. On some occasions, you may seek our pre-approval for individual products to be returned for a replacement.

#### **COMBO AND KITS PURCHASES**

Combos and Kit sales include two or more products that are sold together and purchased together in order to receive a discount. If provided for, these may be returned individually for replacement within the applicable return policy period and not thereafter.

When returning an individual product in a combo or kit for a refund, any applied discount will be deducted from the refund. If your Combo/Kit discount amount is greater than the individual unit price of the product, then you will need to return all products in the Combo/Kit or return it with other products of value to receive a refund or pay the additional amount through Plura Choice. We will generate an invoice for such additional payment. Some combos are restricted from returning individual products for a refund and must be returned in their entirety. Please seek clarifications from us for more specific information in those instances.

#### SPECIAL ORDER PRODUCTS

Special order products cannot be returned unless you have communicated to us prior and obtained our approval for such products.

## STORE CREDIT OR GIFT CARDS

In certain instances, there can be situations where on certain items we may provide you with Store Credit or Gift Cards solely through Plura Choice web platform. In those instances, there can be instances where the said Store Credit and or Gift Card can be subjected to certain conditions such as pricing, period of validity, items available for purchase, delivery methods and conditions, etc. If you do not wish to receive Store Credit or Gift Cards, please indicate that at the very outset or within 72 hours of receiving the said offer.

### **SHIPPING**

The time it may take for your exchanged product to reach you may vary, depending on the place where you have asked the exchanged item to be delivered. If you are seeking tracking and or insurance options, please make sure to inform the said requirements. We will bill you for the delivery and said charges will appear as an Invoice through Plura Choice. Until the said invoice is settled in terms of the required terms of settlement of the invoice, we will not be dispatching the goods. In the event of a buyer requiring expedited delivery of the item, it is required that the Buyer clearly informs the Seller of such requirements, otherwise the Seller will use the same shipping method as the initial sale for any exchange items.

### **USE OF DELIVERY METHOD**

On certain occasions where we have provided you with free delivery to your required destination in the first instance, you may be able to seek our delivery to pick up your return and or exchange item. Though we do not guarantee that this can and will be available for you, you can inquire from us, and we will inform you if such is available.

Our address for return is printed on our return label along with other contact details. Please be sure to keep your return tracking number in case you have any questions about the status of your return along the way.

## **EXCEPTIONS**

If any one or more of the following conditions apply to a return or an exchange, such transaction will not be eligible for return and may be rejected by us:

- Any product with a missing, damaged, altered, or otherwise unreadable serial number label, missing Codes, manufacturer model or part number label, and/or warranty label.
- II. Any product that is returned without all original packaging and accessories, including the retail box, manuals, and all other products originally included with the product.



- III. Any product that exhibits physical damage will not be considered for returns. If you received your product damaged, please take appropriate action by following the instructions on how to resolve the said issue.
- IV. Any product which appears tampered with, customized or altered in any way.
- V. Not the same product originally purchased from the website.

#### **CROSS-SHIPPING**

Returns must be received, inspected and approved before we ship a replacement, as we do not do cross shipping unless such is previously expressly agreed upon between you and us or we state that clearly in our conditions of sale.

#### **REFUSING DELIVERY**

Refused shipments are treated like regular returns and may be charged a non-refundable 10% charge for the restocking expenses.

#### **DEFECTIVE PRODUCTS**

Unless that is required under the applicable law and or regulations, a defective product that is returned may be repaired, replaced, or refunded at our discretion only.

#### **DISPUTES**

All disputes relating to Order Cancellation should be treated as disputes between the Seller and the Buyer jointly sometimes referred to as the "Parties". Any claim or dispute at law or equity that arises between Plura Choice, the Seller and the Buyer their respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns as well as employees and agents, that relates to or arises out of engagement in this Agreement, or through accessing our Services will be resolved with the provisions herein.

The applicable law that will govern the transaction and any relationship between Plura Choice and it's users are the laws of Alberta, Canada shall govern this agreement without regard to principles of conflict of laws or any laws preempted by federal laws or inconsistent.

Therefore, the parties agree that all disputes that may arise out of the relationship between the platform and its users shall be exclusively resolved through arbitration which will be final and conclusively binding on the parties.

Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Such relief awarded through an Arbitration process (monetary, injunctive or declaratory relief) shall be only in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by such individual claim(s). Any relief awarded shall not have any impact on other users of the platform.

## (a). Dispute Resolution Procedures

If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute or controversy through mediation with Canadian Arbitration Association before pursuing any other proceedings. Nothing herein shall preclude any Party from seeking injunctive relief in the event that the Party perceives that without such injunctive relief, serious harm may be done to the party.

### (i) Mediation

Any Party to the dispute may serve notice on the others of its desire to resolve a particular dispute by mediation. The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by Canadian Arbitration Association. The mediation will be held at Calgary, Alberta, Canada. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within thirty days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below.

## (ii) Arbitration

Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. Any Party may serve notice of its desire to refer a dispute to arbitration.

- The arbitration shall be conducted by a single arbitrator.
- The arbitration shall be held in Calgary, Alberta, Canada.



- The arbitration shall proceed in accordance with the provisions of the Arbitration Act of Alberta.
- The decision arrived at by the arbitrator(s) shall be final and binding and no appeal shall lie therefrom.
- Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- The costs of the arbitrator shall be divided equally between the parties.
- The arbitration process shall commence with the party who wishes to initiate such process sending a notice to the other.
- Such notice to be sent to Plura Choice-Litigation Department, No 16, Everstone Rise SW, Calgary AB T2Y 4J8 Canada. setting out details of the nature of the dispute for which Arbitration is sought for, specific relief sought, contact details and phone number registered to the platform.
- Such notice should be sent to the above mentioned address physically as Arbitration notice received online or via email shall not be considered as a notice served duly as per the terms of these sections.
- Upon receiving notice as described above parties shall strive to resolve the matter amicably within a period of 30 days, failing which the Arbitration process shall commence.
- Such matters wherever possible shall be resolved by submissions of documents only unless the at Arbitrator's discretion the parties are required to appear in person.
- Such hearing, if all agree can be held via zoom or other communication methods.

### (iii) The decision

The Arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honour all claims of privilege recognized by law. The Arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The Arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### (b). Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the Arbitration rules and regulations applicable unless otherwise stated in this Agreement to Arbitrate.

# (c). Confidentiality

Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties.

### JUDICIAL FORUM FOR LEGAL DISPUTES

If the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the Arbitrator or a court order, you agree that any claim or dispute between you and Plura Choice will be resolved exclusively by a court located in Calgary, AB, Canada. You agree to submit to the personal jurisdiction of the courts located within Calgary, AB, Canada, for the purpose of litigating all such claims, disputes, or matters.

# **DISCLAIMER**

Nothing in this Return Policy limits your rights and remedies under the applicable laws.

### **HOW CAN YOU REACH US?**

You can reach us through post, e-mail or telephone. Our address is:

Plura Choice WebServices Inc. No.16, Everstone Rise SW, Calgary, AB T2Y 4J8, Canada

Email: <a href="mailto:support@plurachoice.com">support@plurachoice.com</a>
Phone: +1(403) 835-0465

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