AQUAFOREST SOFTWARE REFUND POLICY

IMPORTANT:
1. PLEASE TRIAL AND EVALUATE THE SOFTWARE PRIOR TO MAKING YOUR PURCHASE TO ENSURE THAT IT MEETS YOUR/YOUR CUSTOMERS' REQUIREMENTS
2. Our support team are always happy to advise and provide guidance if you are at all unsure
3. Reference guides to all products are available for download from our website
4. As all of our software is downloadable, it is considered 'opened and activated' at the time of purchase
5. As a general rule we do not offer refunds as we offer, and in fact encourage, a full unlimited trial of the product(s) before purchase.
6. In ALL cases where a refund is being considered by Aquaforest, certain written guarantees are required of the customer regarding the destroying of the software and any documents created (both electronically and on paper) by use of the software. NB. Aquaforest may use an auditor to ensure compliance
7. If the product has been purchased:
    i. On behalf of /for an 'End User'
    ii. Incorporated into the customer's solution and sold onto End User (s) who has/have actually received the product
    Then *both* the 'End users' and 'Customer' must comply with our refunds policy and *each* must complete the written guarantee statements
8. Following a refund, should Aquaforest subsequently find that the customer/end user has not complied with the refund requisites, then the Customer will be charged the current full price for the product and any associated administration costs.
9. Not limited to but including circumstances where the refunded product and/or documents created by the product have continued to be used, Aquaforest may take action through legal channels

Discretionary Refunds:
1. If you have mistakenly ordered the incorrect product(s) and wish to exchange it for another of our products or ordered the incorrect number of the product, a request for a refund must be made in writing by email to admin@aquaforest.com within 1 day of purchase.

2. At our discretion, where we accept that there is an irresolvable product issue which our Technical team cannot resolve or suggest a solution, even if temporary, within 14* days, we may offer a refund.
    The proviso being that:
    i. You must report the product issue as soon as identified
    ii. The refund must be requested within 30 days of purchase
    iii. You must provide all documentation and supporting evidence as requested by our Technical team in a timely manner to enable them to work on resolving the technical issue.
    iv. Delays in providing the supporting documentation and evidence may of necessity add to the amount of time required by our team to resolve the technical issue. *14 days technical resolution period will no longer be applicable.
    v. Failure to comply with any of these points will make you ineligible for consideration for a discretionary refund.

3. Other requests for refunds will be considered on a case by case basis

Examples of UNACCEPTABLE Reasons for a refund:
- Change of mind
- Your customers change of mind
- Change of your/your customer's project brief
- You do not use the software
- Any product purchased with source code for any reason whatsoever
- Custom Development Work
- Refunds of our Support and Maintenance Cover because you did not have need for Support.

Definitions:
'Customer' The '*Customer*' is the *Purchaser* of the product from Aquaforest Ltd.
'End User' the '*End User*' for these purposes is defined as the '*Actual User*' of the product.

Sample written documentation and guarantee statements required to comply with refund Aquaforest criteria:

The 'Customer'***** must on their **Company headed notepaper** complete the following statements:

On behalf of_____ (*Name of company*)
I, _____(*Name*)_____ **,** _____(*Job Title*)_____ am requesting
a refund for the purchase of_____(*Name of Product(s)*)

NB. The requester must confirm that they are authorised by the said Company to:
i. Request the refund and
ii. Complete the declarations and
iii. Take responsibility for ensuring compliance with refund criteria

Reason for Refund Request: *The reason for a request for a refund must be clearly stated*

The 'Customer' must guarantee and confirm in writing:
That the product was NOT used for business purposes and will guarantee that they have destroyed the license key(s) and that they will not disclose the license key(s) to anyone else.

That any documents created using the product has been destroyed as have any accompanying documentation about the product (reference guide).

That they, the 'Customer', accepts full responsibility in ensuring that all its relevant employees and contractors etc and 'end users' of the product to be refunded, are aware of and fully comply with our refund rules.

The Customer agrees that Aquaforest has the right to carry out an audit at the Customer's/End User's sites/machines to ensure that the refund requisites have been fully complied with.