

REFUND AND RETURN POLICY

SIA Synchron – shookout.com

Effective Date: 07.04.2026

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1. INTRODUCTION AND SCOPE

1.1 This Refund and Return Policy ("**Policy**") governs all refund and return requests relating to Digital Goods purchased through the shookout.com marketplace platform (the "**Platform**"), operated by SIA Synchron, a limited liability company incorporated under the laws of the Republic of Latvia, registration number 40203436468, registered address Unijas iela 74A - 45, Riga, Latvia ("**Company**," "**we**," "**us**," or "**our**").

1.2 This Policy forms part of, and is incorporated by reference into, the [Terms of Service](#). Capitalised terms not defined herein have the meanings assigned to them in the [Terms of Service](#). In the event of conflict between this Policy and the [Terms of Service](#), this Policy shall prevail with respect to refund-related matters.

1.3 This Policy applies to all Users of the Platform, regardless of their location. Certain sections of this Policy provide additional rights to consumers located in the European Union ("**EU Consumers**"), the European Economic Area ("**EEA**"), or the United Kingdom ("**UK**"), in accordance with applicable mandatory consumer protection legislation. Where applicable local law grants you rights that exceed those set forth herein, those rights shall apply in addition to this Policy.

1.4 Company acts as an intermediary marketplace facilitating transactions between Sellers and Buyers. Refunds are processed by Company on behalf of Sellers in accordance with this Policy, the applicable Seller obligations under the [Seller Agreement](#), and applicable law.

2. GENERAL RULE: DIGITAL GOODS ARE NON-REFUNDABLE

2.1 All Digital Goods offered on the Platform are delivered electronically and made available for immediate download or access upon completion of purchase. Due to the nature of digital content, which can be copied, used, or retained after delivery, **all sales of Digital Goods are final and non-refundable**, except as expressly provided in Sections 3 and 4 of this Policy or as required by applicable mandatory law.

2.2 By completing a purchase, you acknowledge and agree that: (a) Digital Goods are intangible products delivered electronically; (b) once delivered, Digital Goods cannot be "returned" in the traditional sense; (c) you have reviewed the product description, specifications, previews, and any available sample content prior to purchase; and (d)

the non-refundable nature of Digital Goods was clearly communicated to you prior to completing your purchase.

2.3 This general rule does not affect any mandatory statutory rights you may have under applicable consumer protection law, including (but not limited to) the rights described in Section 4 for EU/EEA/UK Consumers.

3. EXCEPTIONS: WHEN REFUNDS MAY BE GRANTED

3.1 Notwithstanding Section 2, Company may, in its reasonable discretion, approve a refund request in the following circumstances:

(a) Technical Defect or Non-Delivery

The Digital Good is technically defective, corrupted, or inaccessible in a manner that materially prevents the Buyer from using it for its intended purpose, and the defect is not attributable to the Buyer's hardware, software, operating system, or network environment. This includes situations where: (i) a download link is broken or expired and cannot be re-issued; (ii) the file is corrupted and cannot be opened by standard software compatible with the stated file format; or (iii) the Digital Good was not delivered at all despite successful payment.

(b) Material Misrepresentation

The Digital Good materially differs from its product description, specifications, or previews in a manner that renders it substantially unfit for the purpose for which it was advertised. Minor variations in appearance, colour rendering, or formatting that do not affect functionality or the core advertised features do not constitute material misrepresentation. The burden of demonstrating material misrepresentation rests with the Buyer.

(c) Duplicate Purchase

The Buyer has inadvertently purchased the same Digital Good twice, provided the request is submitted within forty-eight (48) hours of the duplicate purchase and the Buyer has not downloaded or accessed the duplicate copy.

(d) Seller Fraud or Misconduct

The Seller has engaged in fraudulent, deceptive, or materially misleading conduct in connection with the listing, including but not limited to: (i) offering Digital Goods to which the Seller has no rights; (ii) falsely representing the origin, authorship, or licensing status of Digital Goods; (iii) offering Digital Goods that contain malware, viruses, or other harmful code; or (iv) failing to deliver the licence rights described in the listing.

(e) Unauthorised Transaction

The purchase was made without the account holder's authorisation, provided the Buyer reports the unauthorised transaction within seventy-two (72) hours of the transaction, cooperates with Company's investigation, and provides reasonable evidence of the unauthorised access.

(f) Legal Requirement

A refund is required by applicable mandatory consumer protection law in the Buyer's jurisdiction, including but not limited to the rights set forth in Section 4.

3.2 Refunds Will Not Be Granted In The Following Circumstances:

(a) The Buyer has changed their mind, no longer needs, or simply does not want the Digital Good (except as provided in Section 4 for EU/EEA/UK Consumers where the right of withdrawal has not been validly waived);

(b) The Buyer lacks the skill, knowledge, or software to use the Digital Good, where the required specifications were clearly stated in the product listing;

(c) The Digital Good functions as described but does not meet the Buyer's subjective expectations regarding quality, aesthetics, or creative style;

(d) The Buyer purchased the wrong item where the product description, previews, and specifications were accurate;

(e) The Buyer's hardware, software, or operating system is incompatible with the Digital Good, where compatibility requirements were stated in the listing;

(f) The Buyer has substantially used, deployed, or distributed the Digital Good prior to the refund request;

(g) The refund request is submitted more than thirty (30) days after the original purchase date (unless a longer period is mandated by applicable law);

(h) There is reasonable evidence that the Buyer is engaging in refund fraud, abuse, or a pattern of serial refund requests; or

(i) The Buyer has initiated a chargeback or payment dispute with their payment provider for the same transaction (see Section 7).

3.3 Evidence Requirements

When submitting a refund request under Section 3.1, Buyers must provide reasonable supporting evidence, which may include: (a) screenshots demonstrating the defect or misrepresentation; (b) error logs or technical details; (c) comparison of the delivered Digital Good against the product listing; (d) proof of non-delivery; or (e) any other evidence reasonably requested by Company. Failure to provide adequate evidence may result in denial of the refund request.

4. EU, EEA, AND UK CONSUMERS: RIGHT OF WITHDRAWAL

4.1 Statutory Right of Withdrawal

If you are a consumer habitually resident in the EU, the EEA, or the UK, you have the right to withdraw from a distance contract for the purchase of Digital Goods within fourteen (14) calendar days from the date of the contract (i.e., the date of purchase), without giving any reason and without incurring any costs other than those expressly permitted by law, in accordance with Directive 2011/83/EU (as transposed into national law, including the Latvian Consumer Rights Protection Law) or, for UK consumers, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.2 Exception for Digital Content: Waiver of Withdrawal Right

In accordance with Article 16(m) of Directive 2011/83/EU (and equivalent national provisions), the right of withdrawal does not apply to the supply of digital content which is not supplied on a tangible medium (i.e., Digital Goods delivered electronically) where:

- (a) **Performance has begun** with the consumer's prior express consent;
- (b) The consumer has **acknowledged** that they thereby **lose their right of withdrawal**; and
- (c) The Company has provided **confirmation** of the consumer's consent and acknowledgement on a **durable medium** (e.g., email confirmation).

4.3 Pre-Purchase Consent Mechanism

Prior to completing any purchase of Digital Goods on the Platform, EU/EEA/UK Consumers will be presented with a clear and prominent mechanism requiring them to:

- (a) **Expressly consent** to the immediate performance of the contract and the delivery of the Digital Good before the expiry of the withdrawal period; and
- (b) **Acknowledge** that by giving such consent, they lose their right of withdrawal.

This consent mechanism will include a mandatory checkbox or equivalent affirmative action (not pre-ticked) and clear, plain-language text. The consent and acknowledgement will be recorded by Company and confirmed to the consumer via email or other durable medium.

4.4 Consequences of Valid Waiver

Where the consumer has validly provided consent and acknowledgement in accordance with Section 4.3, the right of withdrawal is waived, and the purchase is governed by the general refund rules in Sections 2 and 3 of this Policy.

4.5 Consequences of Invalid or Absent Waiver

Where Company fails to obtain valid consent and acknowledgement in accordance with Section 4.3, or where such consent was not properly recorded, the consumer's right of withdrawal remains intact for the full fourteen (14) day period. In such cases: (a) the consumer may exercise the right of withdrawal by any clear statement of their decision to withdraw; (b) Company will process the refund within fourteen (14) days of receiving the withdrawal notification; and (c) the refund will be issued using the same payment method used for the original purchase, unless the consumer expressly agrees otherwise.

4.6 Withdrawal Button (Effective 19 June 2026)

In accordance with Directive (EU) 2023/2673, which amends Directive 2011/83/EU by introducing Article 11a, Company will, from 19 June 2026, provide an electronic withdrawal function ("**Withdrawal Button**") on the Platform that:

- (a) Is clearly labelled with the words "Withdraw from the contract here" or a similarly unambiguous formulation in the relevant language;
- (b) Is easily accessible and visible from every page of the Platform throughout the entire withdrawal period;
- (c) Operates through a two-step mechanism: (i) an initial step allowing the consumer to indicate their intention to withdraw; and (ii) a confirmation step;
- (d) Does not require the consumer to navigate away from the Platform, draft emails, or complete paper forms to exercise their right of withdrawal;
- (e) Generates an automatic acknowledgement of receipt to the consumer on a durable medium, including the date and time of the withdrawal submission.

The Withdrawal Button is available for contracts where the right of withdrawal has not been validly waived in accordance with Sections 4.2 and 4.3. Where the consumer has validly consented to immediate performance and acknowledged the loss of their withdrawal right, the Withdrawal Button will reflect this status.

4.7 National Variations

Individual EU/EEA Member States may have transposed Directive 2011/83/EU and Directive (EU) 2023/2673 with variations or additional protections. Where mandatory national law in the consumer's country of habitual residence provides protections that exceed this Policy, those protections apply. Nothing in this Policy shall be interpreted as limiting any mandatory consumer right under applicable national law.

4.8 UK Consumers

For consumers in the United Kingdom, the right of withdrawal and the exception for digital content are governed by the Consumer Contracts (Information, Cancellation and

Additional Charges) Regulations 2013 (Regulation 37). The substantive mechanism described in Sections 4.1 through 4.5 applies by analogy, subject to applicable UK law.

5. HOW TO REQUEST A REFUND

5.1 To submit a refund request, Buyers must use one of the following methods:

(a) **Platform Dispute System** (preferred): Submit a refund request through the "Request Refund" or "Report a Problem" function available in your order history on the Platform;

(b) **Email**: Send a refund request to **support@shookout.com** with the subject line "Refund Request: [Order Number]."

5.2 All refund requests must include: (a) the order number and date of purchase; (b) the name or identifier of the Digital Good; (c) the reason for the request, with reference to the applicable ground under Section 3.1 or 4; (d) supporting evidence as described in Section 3.3 (where applicable); and (e) the Buyer's registered email address and preferred refund method (if different from original payment).

5.3 Refund requests must be submitted within **thirty (30) calendar days** of the original purchase date, except: (a) where a longer period is mandated by applicable law; (b) for EU/EEA/UK consumers exercising the right of withdrawal (fourteen (14) days from purchase); or (c) for unauthorised transactions (seventy-two (72) hours from the transaction, as set forth in Section 3.1(e)).

5.4 For EU/EEA/UK consumers exercising the right of withdrawal under Section 4, the withdrawal may be communicated using: (a) the Withdrawal Button (from 19 June 2026); (b) the Platform Dispute System; (c) email to **support@shookout.com**; or (d) any other clear, unambiguous statement of withdrawal, including a written letter. The use of the model withdrawal form set out in Annex I(B) of Directive 2011/83/EU is accepted but not required.

6. REFUND REVIEW AND PROCESSING

6.1 Review Timeline

Company will acknowledge receipt of all refund requests within two (2) business days. Company will use reasonable efforts to review and issue a decision on refund requests within:

(a) **Five (5) business days** for straightforward cases (e.g., non-delivery, duplicate purchase, broken download);

(b) **Ten (10) business days** for cases requiring investigation (e.g., material misrepresentation, Seller fraud, technical defect requiring analysis);

(c) **Fourteen (14) calendar days** from receipt of the withdrawal notification for EU/EEA/UK consumer withdrawal requests.

6.2 Refund Method

Approved refunds will be issued using the **same payment method** used for the original purchase, unless: (a) the Buyer expressly agrees to an alternative method; or (b) the original payment method is no longer available, in which case Company will use a reasonable alternative. Refunds may be processed as: (i) a reversal to the original payment instrument; (ii) Platform credit (only with the Buyer's explicit consent and where not prohibited by applicable law); or (iii) bank transfer.

6.3 Refund Amounts

(a) **Full refunds** will be issued for: non-delivery, valid withdrawal under Section 4, unauthorised transactions, and Seller fraud.

(b) **Partial refunds** may be issued where: the Buyer has used or received partial value from the Digital Good before discovering the defect or misrepresentation. The partial refund amount will reflect the diminished value proportionally.

(c) Platform transaction fees and payment processing fees may be non-refundable where permitted by applicable law and where the non-refundability was clearly disclosed at the time of purchase. For EU/EEA/UK consumers exercising the right of withdrawal, the full purchase price (including any delivery costs, if applicable) will be refunded.

6.4 Seller Notification

When a refund request is received, the relevant Seller will be notified and given a reasonable opportunity (not exceeding five (5) business days) to respond before Company makes a final determination, unless immediate action is required (e.g., fraud, malware, legal obligation). The Seller's response will be considered but is not determinative.

7. CHARGEBACKS AND PAYMENT DISPUTES

7.1 Buyers are required to use the Platform's refund process set forth in Section 5 **before** initiating any chargeback, payment dispute, or reversal through their bank, credit card company, or payment provider ("**Chargeback**").

7.2 If a Buyer initiates a Chargeback without first submitting a refund request through the Platform (or while a refund request is pending review), Company reserves the right to: (a) suspend the Buyer's account pending resolution; (b) contest the Chargeback with the payment provider, providing evidence of delivery, consent, and transaction legitimacy; (c) permanently terminate the Buyer's account following an unjustified Chargeback; and (d) pursue recovery of the disputed amount, administrative costs, and any fees or penalties imposed on Company by payment processors as a result of the Chargeback, to the extent permitted by applicable law.

7.3 A pattern of Chargebacks (two or more within any twelve (12) month period) constitutes a material breach of the [Terms of Service](#) and may result in permanent account termination and a ban from future Platform use.

7.4 Nothing in this Section 7 restricts any rights that EU/EEA/UK consumers may have under mandatory consumer protection law or applicable payment services regulation, including Directive (EU) 2015/2366 (PSD2).

8. SELLER'S RESPONSIBILITY

8.1 Sellers bear primary responsibility for the accuracy of their product listings and the quality and functionality of their Digital Goods. Sellers are required, under the [Seller Agreement](#), to: (a) provide accurate, complete, and non-misleading product descriptions; (b) ensure that Digital Goods function as described and meet reasonable quality standards; (c) respond to Buyer complaints and refund requests in a timely and professional manner; (d) cooperate with Company's refund investigation process; and (e) maintain sufficient funds in their Seller account to cover potential refunds.

8.2 Where a refund is approved due to the Seller's breach, misrepresentation, or non-compliance, the refund amount will be charged to the Seller's account. Company may deduct refund amounts from pending or future payouts to the Seller.

8.3 Sellers with excessive refund rates (exceeding thresholds set forth in the [Seller Agreement](#)) may be subject to: (a) mandatory product review before relisting; (b) payout holds; (c) account suspension; or (d) permanent termination.

9. DISPUTE RESOLUTION AND FINALITY

9.1 Company will review each refund request in good faith, considering all available evidence from both the Buyer and the Seller. Company's decision on refund requests, following the review process set forth in this Policy, shall be final and binding on both parties, **except**:

(a) Where the Buyer is an EU/EEA/UK consumer exercising a mandatory statutory right that cannot be restricted by contractual agreement;

(b) Where applicable mandatory law in the Buyer's jurisdiction provides additional remedies or rights of appeal;

(c) Where the Buyer invokes their right to use out-of-court dispute settlement bodies as described in the [Terms of Service](#), Section 13; or

(d) Where the Buyer exercises their right to bring proceedings before a court of competent jurisdiction.

9.2 Company's exercise of discretion under this Policy shall be reasonable, non-discriminatory, and consistent. Company will provide a written explanation (via email or

Platform notification) for any refund denial, including the specific grounds and the evidence considered.

9.3 For EU/EEA consumers, Company's internal complaint-handling system (as described in the [Terms of Service](#), Section 8.5) is available for escalation of refund disputes. Consumers may also contact the Digital Services Coordinator in their Member State or use the EU Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>.

10. ANTI-ABUSE MEASURES

10.1 Company reserves the right to deny refund requests and take enforcement action where it reasonably determines that a User is engaging in refund abuse or fraud, including but not limited to: (a) serial refund requests across multiple purchases without legitimate grounds; (b) downloading or using Digital Goods and subsequently requesting refunds; (c) coordinated refund abuse schemes with third parties; (d) filing false or misleading refund claims; or (e) using multiple accounts to circumvent refund limitations.

10.2 Enforcement actions for refund abuse may include: (a) refund denial; (b) account suspension or permanent termination; (c) forfeiture of Platform credit; and (d) referral to law enforcement where criminal conduct is suspected.

11. CHANGES TO THIS POLICY

11.1 Company may modify this Policy at any time by posting the updated Policy on the Platform. Material modifications will take effect no earlier than thirty (30) days after posting, and Company will provide notice to registered Users via email or prominent Platform notification. For EU/EEA/UK consumers, material changes will not take effect earlier than fifteen (15) days after notification.

11.2 Your continued use of the Platform or purchase of Digital Goods after the effective date of any modification constitutes acceptance of the modified Policy. Prior purchases remain subject to the version of this Policy in effect at the time of purchase.

12. CONTACT INFORMATION

For refund requests, questions, or complaints regarding this Policy:

- **Platform Dispute System:** Available via your order history at shookout.com
- **Email:** support@shookout.com
- **Legal inquiries:** legal@shookout.com

Company: SIA Synchron **Registration number:** 40203436468 **Registered address:**
Unijas iela 74A - 45, Riga, Latvia

Related documents:

- [Terms of Service](#)
- [Privacy Policy](#)
- [Seller Agreement](#)