

PAYMENT, REFUND AND CANCELLATION POLICY

Last Updated: _____

This **Payment, Refund and Cancellation Policy** (“**Policy**”) explains the terms governing payments, entry fees, refunds, cancellations, withdrawals, payment disputes, prize reversals, and related financial transactions connected with the **FURY™** platform, competitions, campaigns, digital experiences, applications, and related services operated by **Elycrox Global Ltd.** (“**FURY**”, “**Company**”, “**we**”, “**our**”, or “**us**”).

This Policy forms part of and should be read together with the Terms of Service, Privacy Policy, Cookie Policy, KYC Policy, Official Competition Rulebook, Contestant Participation and Release Agreement, and any Competition-specific terms.

By making payment, registering for participation, completing KYC, entering a Competition, or otherwise using paid services on the Platform, users agree to be bound by this Policy.

1. PURPOSE AND APPLICATION

- 1.1 This Policy establishes the framework governing payment processing, entry fee collection, refund eligibility, participant withdrawals, competition cancellations, chargeback management, prize adjustments, financial verification procedures, transaction disputes and payment-related restrictions.
- 1.2 This Policy applies to all users, contestants, viewers, voters, sponsors, purchasers, account holders, and any other persons making financial transactions through the Platform.
- 1.3 Different Competitions or campaigns may contain supplemental payment rules. Where inconsistency arises, Competition-specific terms shall prevail to the extent of the inconsistency.

2. DEFINITIONS

For purposes of this Policy:

“**Account**” means a registered user profile on the Platform.

“Applicable Laws” means all laws, regulations, directives, regulatory requirements, consumer protection obligations, payment rules, and financial compliance requirements applicable to the Platform.

“Chargeback” means reversal of a payment initiated through a bank, card provider, financial institution, payment network, or payment processor.

“Competition Entry Fee” means the amount payable to gain access to participate in a Competition.

“Completed Payment” means a payment successfully authorised, settled, and confirmed by the applicable payment provider.

“Failed Payment” means a transaction that is rejected, reversed, interrupted, blocked, declined, abandoned, cancelled, expired, or otherwise not completed.

“Payment Processor” means any third-party payment provider used by the Platform including processors, gateways, merchant acquirers, wallets, financial institutions, or collection providers.

“Refund” means repayment of all or part of amounts previously collected.

“Transaction” means any financial interaction conducted through the Platform.

3. PAYMENT TERMS

3.1 Participation in certain Competitions, campaigns, voting activities, premium services, or Platform offerings may require payment.

3.2 All fees displayed on the Platform shall be payable in the currency indicated at checkout unless otherwise stated.

3.3 Prices may be revised periodically and shall become effective upon publication or implementation.

3.4 Taxes, transaction costs, conversion charges, payment network fees, bank charges, and governmental deductions may apply depending on jurisdiction and payment method.

3.5 Payment obligations become binding once the user confirms the Transaction.

- 3.6 Completion of payment does not automatically guarantee entry approval, participant selection, competition advancement, KYC clearance, prize entitlement or continued eligibility.

4. PAYMENT PROCESSING

- 4.1 Payments may be processed through approved third-party providers integrated with the Platform.
- 4.2 Payment processing timelines may vary depending on provider requirements, settlement rules, fraud controls, banking systems, compliance reviews, and operational considerations.
- 4.3 The Company does not guarantee uninterrupted availability of payment systems.
- 4.4 Users remain responsible for ensuring that payment information is accurate, payment instruments remain valid, sufficient funds are available and transactions comply with applicable restrictions.
- 4.5 The Company may refuse, suspend, delay, reverse, or reject Transactions where reasonably necessary to prevent fraud, comply with law, perform verification, manage operational risk or investigate unusual activity.

5. FAILED, DECLINED, OR INCOMPLETE PAYMENTS

- 5.1 Participation rights shall not arise unless payment is successfully completed
- 5.2 Failed Payments may occur due to bank rejection, processor interruption, network failure, fraud controls, expired payment credentials, insufficient funds, technical interruption or regulatory restrictions.
- 5.3 Users are responsible for confirming successful completion before assuming participation rights.
- 5.4 Where payment is debited but participation is not reflected, users must promptly notify the Company and provide transaction evidence.
- 5.5 Transaction investigations may require coordination with processors and may not be resolved immediately.

6. ENTRY FEES AND PAYMENT FINALITY

- 6.1 Unless expressly stated otherwise under Competition-specific rules or Applicable Laws, Competition Entry Fees shall generally be treated as final upon successful processing.
- 6.2 Entry Fees are collected to support operational administration, platform infrastructure, competition delivery, production activities, fraud prevention measures, payment processing, and related business operations.
- 6.3 Payment of Entry Fees shall not create ownership interests, shareholder rights, guaranteed winnings, investment rights, or entitlement to future opportunities.
- 6.4 The Company reserves the right to establish different pricing structures across jurisdictions, campaigns, and participation categories.

7. REFUND FRAMEWORK

- 7.1 **General Position**
Except where expressly stated in Competition-specific terms, required by Applicable Laws, or approved by the Company under this Policy, payments made through the Platform are generally non-refundable.
- 7.2 Refund decisions shall be made having regard to:
 - a. the stage of Competition operations;
 - b. services already rendered;
 - c. payment processing status;
 - d. fraud and abuse controls;
 - e. compliance requirements;
 - f. operational impact.
- 7.3 Approval of one refund request shall not create precedent or entitlement for future requests.
- 7.4 Refunds shall only be processed to the original payment source unless otherwise approved by the Company or required by law.

8. REFUND ELIGIBILITY

Refund requests may be considered in circumstances including:

- 8.1 Duplicate payments resulting from processing errors.
- 8.2 Transactions successfully charged without corresponding participation access.
- 8.3 Competition cancellation before commencement where participation cannot reasonably proceed.
- 8.4 Material technical failures directly attributable to the Platform that substantially prevent access to paid services.
- 8.5 Proven billing errors attributable to the Company.
- 8.6 Circumstances where Applicable Laws require refund rights.
- 8.7 Other exceptional circumstances approved by the Company.

9. NON-REFUNDABLE EVENTS

Refunds shall ordinarily not be granted where:

- 9.1 a Participant voluntarily withdraws after registration;
- 9.2 Participant changes personal preference after payment;
- 9.3 elimination occurs during Competition progression;
- 9.4 KYC verification fails because of incomplete, inaccurate, misleading, or unverifiable submissions;
- 9.5 disqualification occurs under applicable rules;
- 9.6 a Participant fails to attend, respond, upload required information, or complete operational requirements;
- 9.7 delays arise from banking institutions or third-party providers;

- 9.8 account restrictions result from suspected fraud, abuse, or policy violations;
- 9.9 Competition mechanics, rankings, judging outcomes, or audience responses do not meet expectations;
- 9.10 services have already been substantially delivered.

10. PARTICIPANT WITHDRAWALS

- 10.1 A Participant may withdraw participation subject to applicable Competition Rules.
- 10.2 Withdrawal requests shall not automatically terminate payment obligations already incurred.
- 10.3 Where withdrawal occurs before commencement of a Competition, the Company may determine whether full refund, partial refund, credit, administrative deduction, or no refund applies.
- 10.4 Once participation has commenced, refund rights may become significantly limited.
- 10.5 Withdrawal shall not affect rights already accrued by the Company.

11. KYC, VERIFICATION, AND PAYMENT CONSEQUENCES

- 11.1 Completion of KYC may be mandatory before participation, prize release, withdrawals, account activation, or access to certain Platform features.
- 11.2 Failure to satisfy verification requirements may result in temporary restrictions, rejection of participation, prize withholding, account suspension or payment limitations.
- 11.3 Except where required by law or approved under this Policy, unsuccessful KYC outcomes shall not automatically entitle a user to refund.
- 11.4 Where KYC cannot be completed due solely to verified operational failure attributable to the Company, appropriate remedial measures may be considered.

12. DISQUALIFICATION AND FINANCIAL CONSEQUENCES

- 12.1 Where a Participant is disqualified in accordance with applicable agreements or rules:
- a. participation rights may terminate immediately;
 - b. pending refunds may be rejected;
 - c. prizes may be withheld;
 - d. future access may be restricted.

12.4 Disqualification shall not automatically invalidate fees already incurred in operating the Competition.

12.5 The Company may suspend financial processing during investigation of suspected misconduct.

13. COMPETITION CANCELLATION, POSTPONEMENT, OR MODIFICATION

- 13.1 The Company reserves the right to postpone, modify, suspend, restructure, merge, discontinue, or cancel Competitions where reasonably necessary.
- 13.2 Circumstances may include technical disruptions, security concerns, regulatory developments, operational limitations, fraud prevention measures, production constraints, commercial requirements or Force Majeure events.
- 13.3 Where cancellation occurs before material Competition delivery, the Company may determine appropriate remedies including full refunds, partial refunds, credits, rescheduling or alternative participation options.
- 13.4 The Company shall not be liable for indirect losses arising from cancellation or postponement.

14. DUPLICATE PAYMENTS AND BILLING ERRORS

- 14.1 Users must promptly notify the Company upon identifying duplicate charges or billing irregularities.

14.2 Duplicate payment claims may require supporting evidence including transaction references, account identifiers, processor confirmations and bank records.

14.3 The Company reserves the right to verify claims before processing adjustments.

14.4 Fraudulent refund requests may result in account restrictions and legal action.

15. REFUND REQUEST PROCEDURE

15.1 Refund requests must be submitted through approved support channels.

15.2 Requests should contain sufficient information to enable investigation.

15.3 Submission of a request does not guarantee approval.

15.4 The Company may request additional information where reasonably necessary.

15.5 Users are expected to cooperate during review processes.

16. REFUND TIMELINES

16.1 Approved refunds shall be processed within commercially reasonable timelines.

16.2 Actual receipt periods may vary depending on payment provider requirements, banking cycles, cross-border settlement processes, fraud checks or processor delays.

16.3 The Company shall not be responsible for delays caused by third parties after approved release.

17. CHARGEBACKS AND PAYMENT DISPUTES

17.1 Users are encouraged to contact the Company before initiating a chargeback, payment dispute, reversal request, or external complaint relating to Transactions processed through the Platform.

17.2 The Company reserves the right to investigate and respond to chargeback requests using transaction records, KYC information, account activity, operational logs, payment confirmations, Competition records, and other relevant evidence.

- 17.3 Where a chargeback is initiated after benefits have already been delivered, participation has commenced, or services have substantially been rendered, the Company may:
- a. temporarily suspend account access;
 - b. pause prize processing;
 - c. restrict participation;
 - d. offset amounts lawfully recoverable;
 - e. recover administrative costs reasonably incurred;
 - f. take further enforcement measures permitted by Applicable Laws.
- 17.4 Users shall not initiate bad faith, abusive, duplicate, fraudulent, or unjustified chargeback requests.
- 17.5 The Company may cooperate with financial institutions, payment providers, fraud prevention partners, regulators, and law enforcement authorities where reasonably necessary.

18. PAYMENT FRAUD AND FINANCIAL ABUSE

- 18.1 The Company maintains a zero-tolerance approach toward payment fraud, unauthorised payment activity, financial abuse, and manipulation of payment systems.
- 18.2 The Company may monitor Transactions and apply operational safeguards to identify unusual activity.
- 18.3 Activity that may result in restrictions includes:
- a. use of unauthorised payment methods;
 - b. identity inconsistencies;
 - c. multiple accounts intended to circumvent restrictions;
 - d. artificial transaction activity;
 - e. abuse of refund processes;
 - f. payment instrument misuse;
 - g. suspected unlawful conduct.
- 18.4 The Company may investigate activity before, during, or after completion of Transactions.

- 18.5 Investigations may result in delayed processing, account restrictions, cancellation of participation, prize withholding, reversal of benefits, or additional verification requirements.

19. ACCOUNT RESTRICTIONS AND FINANCIAL HOLDS

- 19.1 The Company may temporarily suspend withdrawals, refunds, payments, credits, participation rights, prize processing, or account access where reasonably necessary.
- 19.2 Reasons for restriction may include verification reviews, fraud prevention, dispute investigations, regulatory compliance, security concerns, payment processor requirements and risk management measures.
- 19.3 Temporary restrictions shall not automatically constitute breach by the Company.
- 19.4 Restrictions may remain in place until investigations or compliance reviews are completed.

20. PRIZE REVERSALS, RECOVERY, AND CLAWBACK

- 20.1 The Company reserves the right to withhold, reverse, cancel, recover, offset, or reclaim prizes, rewards, credits, incentives, reimbursements, or financial benefits where reasonably necessary.
- 20.2 Circumstances giving rise to the exercise of the Company's rights under Clause 20.1 above may include fraud, misrepresentation, disqualification, payment reversal, KYC failure, operational error, duplicate payments, incorrect prize allocation or regulatory obligations.
- 20.3 The Company may offset recoverable amounts against future participation rights or pending financial obligations where legally permissible.
- 20.4 Recovery rights under this Policy are cumulative and shall not limit other available remedies.

21. ABANDONED, UNCLAIMED, OR INACTIVE TRANSACTIONS

- 21.1 Transactions remaining unresolved for prolonged periods may be treated in accordance with operational procedures, regulatory obligations, and payment provider requirements.
- 21.2 Where legally permissible, the Company may request additional information before completing release of funds.
- 21.3 Unclaimed refunds, credits, or prizes may become subject to expiration periods communicated by the Company.

22. INTERNATIONAL PAYMENTS

- 22.1 Payments may involve cross-border processing, foreign exchange conversion, international banking systems, and jurisdiction-specific compliance requirements.
- 22.2 Users remain responsible for understanding applicable local restrictions, taxes, banking limitations, and currency conversion implications.
- 22.3 Payment availability may vary by jurisdiction.
- 22.4 The Company may refuse Transactions from jurisdictions presenting elevated legal, sanctions, fraud, operational, or compliance risks.

23. TAXES

- 23.1 Users remain responsible for taxes applicable to payments, prizes, refunds, reimbursements, or financial benefits arising from Platform activities.
- 23.2 The Company may make deductions or obtain documentation where required by Applicable Laws.

24. RECORDS AND FINANCIAL EVIDENCE

- 24.1 The Company may maintain records relating to Transactions for operational, audit, compliance, dispute resolution, security, and legal purposes.
- 24.2 Electronic records maintained by the Company and approved processors may constitute evidence of Transactions unless proven otherwise.

25. LIMITATION OF LIABILITY

- 25.1 To the fullest extent permitted by Applicable Laws, the Company shall not be liable for indirect, consequential, incidental, speculative, opportunity-based, reputational, or special losses arising from payment activities.
- 25.2 The Company shall not be responsible for delays caused by banks, card schemes, payment processors, telecommunications providers, governmental actions or external service providers.
- 25.3 Nothing in this Policy excludes liability which cannot lawfully be excluded.

26. AMENDMENTS

- 26.1 The Company may revise this Policy where reasonably necessary to reflect legal requirements, operational changes, fraud prevention measures, payment infrastructure developments, Competition updates, or business needs.
- 26.2 Material updates may be communicated through appropriate channels.
- 26.3 Continued use of the Platform following implementation of updates shall constitute acceptance unless Applicable Laws require additional consent.

27. GOVERNING LAW AND DISPUTE RESOLUTION

- 27.1 This Policy shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.
- 27.2 The Parties shall use their best efforts to resolve any dispute, controversy or claim arising out of or relating to this Policy amicably through good faith negotiations.
- 27.3 Where negotiations fail to resolve the dispute within **fourteen (14) days** after written notification of the dispute, either Party may refer the matter to mediation.
- 27.4 Mediation shall be conducted in Lagos State, under the applicable rules and procedures of the Lagos Multi Door Courthouse (LMDC) or such other mediation framework as the Parties may mutually agree in writing.
- 27.5 If mediation is unsuccessful or the dispute remains unresolved within **thirty (30) days** from commencement of mediation, either Party may commence proceedings before a court of competent jurisdiction in Lagos State, Nigeria.

27.6 Nothing in this Policy prevents the Company from seeking urgent relief to preserve rights, recover funds, protect systems, prevent fraud, or enforce payment obligations.

28. CONTACT INFORMATION

Questions relating to payments, refunds, cancellations, disputes, or financial matters may be directed to:

ELYCROX GLOBAL LTD.

Address: No. 87, Aiyegbami Estate, Asadam Road, Ilorin, Kwara State, Nigeria

Email: _____

Support Portal: _____

Phone: _____

29. ACCEPTANCE

- 29.1 By making payment, registering, entering a Competition, submitting payment details, participating in Platform activities, completing KYC, or otherwise using paid services, the user confirms that:
- a. the user has read and understood this Policy;
 - b. the user agrees to be legally bound by its terms;
 - c. the user understands refund limitations and financial consequences;
 - d. the user accepts the Company's operational and compliance requirements.