

DigiKat Refund and Reimbursement Policy

1. Introduction

This Refund and Reimbursement Policy outlines the terms under which refunds or reimbursements may be considered for DigiKat's client projects. The policy is designed to protect both DigiKat and our clients by ensuring fair treatment, transparency, and adherence to agreed-upon terms and conditions.

2. Refund Policy

2.1 General Terms

Refunds will not be issued for project delays. DigiKat will provide remedies through revised timelines or alternative value-added services at no extra cost to the client. These remedies are intended to address any inconvenience caused while ensuring that project goals are met.

2.2 Compliance with Agreements

Refund or reimbursement discussions will only be entertained if all terms and conditions set forth in the Client Project Agreement, Client Responsibility Policy, and Dispute Resolution Policy have been fully complied with by the client.

2.3 Work Already Completed

If labour and services have been engaged, resulting in DigiKat undertaking client work (no matter how much within each stage of the project- those stages are considered to be commenced), refunds or reimbursements will not be issued for commenced tasks, deliverables or stage items. Clients acknowledge that engaged resources and time constitute value provided by DigiKat.

2.4 Forfeiture Clause

If clients do not follow this policy and/or take alternate action, they forfeit the ability to formally request a reimbursement consideration request. By signing the agreement and having access to the relevant supporting material, the client agrees to abide by the terms and conditions set out in fairness and reasonable intentions. These steps and policies support the professional handling of client projects, deliverables, and expectations.

3. Reimbursement Policy

3.1 Eligibility

Reimbursements may be considered only in the following situations:

- DigiKat's failure to deliver agreed-upon deliverables as outlined in the Client Project Agreement;
- The client has adhered to all responsibilities, including timely provision of feedback, resources, and approvals.

3.2 Non-Eligibility

Reimbursements will not be provided in the following cases:

- Delays resulting from unforeseen events outlined in the Force Majeure Clause;
- Client's failure to comply with the Client Responsibility Policy, including delayed feedback, resources as well failed payment terms as stipulated in the Agreement/Contract terms;
- Change requests made after project scope finalisation that alter timelines or costs.

3.3 Alternative Solutions

Where applicable, DigiKat will provide:

- Revised timelines to ensure the deliverables are completed;
- Additional value-added services at no cost to mitigate client concerns.

4. Force Majeure Clause

DigiKat is not liable for delays or disruptions caused by unforeseen events beyond reasonable control, including but not limited to:

- Natural disasters (e.g., floods, earthquakes, typhoons);
- Political instability or strikes;
- Client unresponsiveness or delays in providing required inputs;
- Technical disruptions not caused by DigiKat (e.g., third-party software outages or issues).

In such cases, DigiKat will:

1. Notify the client promptly of the delay;

2. Provide a revised project timeline;
3. Offer alternative solutions to minimise impact.

5. Compliance with Client Responsibility Policy

This policy is directly tied to client adherence to the Client Responsibility Policy. The client must:

- Provide timely feedback within 2-3 business days;
- Deliver necessary resources (e.g., branding assets, credentials) as per agreed timelines;
- Acknowledge that client-caused delays will impact project timelines and associated deliverables.

Failure to meet these responsibilities voids eligibility for refunds or reimbursements.

6. Dispute Resolution

In the event of a dispute related to refunds or project delivery, the following process applies:

1. Both parties must engage in a formal discussion to resolve the matter amicably;
2. If unresolved, the issue will be escalated to DigiKat's senior management for review;
3. Further disputes will follow the terms outlined in the Dispute Resolution Policy.

7. Request Process for Refund or Reimbursement

7.1 Submission

All requests must be submitted in writing and include:

- Project details (Name, Project, start date);
- Specific reasons for the request;
- Evidence of compliance with DigiKat's policies and agreements.

7.2 Review and Response

- DigiKat will review the request within 10 business days;
- A written decision will be provided, including any proposed solutions if applicable.

8. Final Provisions

This Refund and Reimbursement Policy is an integral part of DigiKat's Client Project Agreement and is binding on all clients. By engaging DigiKat's services, clients acknowledge and agree to these terms.

For any questions or clarifications, clients may contact DigiKat's support team via email or phone.

Effective Date: 1 January, 2025

Policy Owner: Mick Goman

Reviewed By: DigiKat Management Team

