CANCELLATION AND REFUND POLICY

How cancellations and refunds work for KVMDR licences. Written plainly, so you know where you stand before you pay.

KVMDR AI Limited, registered in England and Wales, company no. 17289429. Registered office: 38 Great Stour Mews, Canterbury, Kent, CT1 2FS.

Try before you pay. Every plan begins with a seven day free trial. No card is required to start it. We would rather you found out KVMDR is not right for your organisation during the trial than after a payment.

A short note before you read on: KVMDR is a data protection and disaster recovery tool. Recovery point and recovery time outcomes depend on your environment, configuration and testing, and nothing in this policy or the Software constitutes a guarantee of recovery. This policy sits alongside our software licence agreement and forms part of them.

WHO THIS POLICY APPLIES TO

This policy covers licences bought directly from KVMDR AI Limited through our website. If you bought through a network, partner or reseller, their refund terms apply and you should contact them first.

KVMDR is supplied to businesses only and is not offered to consumers. By purchasing or using a Licence, you confirm you are acting for business purposes and not as a consumer. Accordingly, statutory consumer cancellation and refund rights, including under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, do not apply to purchases of KVMDR licences. We nonetheless offer the goodwill cooling off period set out below as a matter of policy, not as a legal entitlement.

Words defined in our software licence agreement have the same meaning in this policy. In particular, Software, Licence, Licensed VM, Plan and Your Data have the meanings given in our software licence agreement.

FREE TRIAL

The trial runs for seven days from installation. It requires no payment details and ends automatically. Nothing is charged unless you choose to apply a paid Licence. We may change the length of, or withdraw, trials for future users at any time.

MONTHLY PLANS

Monthly Licences renew each month until you cancel. You can cancel at any time from your account. The following applies to monthly Plans:

(a) cancellation takes effect at the end of the period you have already paid for;

(b) you keep full access until that period ends;

(c) part months are not refunded; and

(d) there is no minimum term and no cancellation fee.

ANNUAL PLANS

Annual Licences are billed once for twelve months. The following applies to annual Plans:

(a) if you request cancellation within 14 days of purchase, we will, at our discretion and as a goodwill cooling-off refund only, provide a full refund, provided the Licence has not been materially used, you are not in breach of our software licence agreement, and the purchase was not a renewal, upgrade, enterprise or negotiated arrangement;

(b) after 14 days, annual Fees are non-refundable except where this policy expressly states otherwise (including the fault remedy and duplicate/incorrect charge provisions); and

(c) your Licence stays active for the remainder of the term and simply does not renew if you cancel.

IF SOMETHING IS WRONG

If KVMDR materially fails to operate as described in our published product materials and we cannot resolve the confirmed fault within 30 days of your valid fault report, your sole remedy is a refund of the unused portion of the affected Licence term, calculated pro rata from the date you reported the confirmed fault. This applies to monthly and annual Plans. This remedy does not apply to minor faults, cosmetic issues, temporary

sprintlaw

interruptions, degraded performance, feature requests or faults falling within the excluded causes below, and is subject to the liability provisions of our software licence agreement.

To report a fault:

(a) sign in to the client portal and raise a support ticket; or

(b) if a fault prevents you signing in, email support@kvmdr.ai instead.

(c) Please include a description of the problem so we have a fair chance to fix it. This remedy is your sole remedy for a fault we cannot resolve, and it does not affect any liability that cannot lawfully be excluded.

CHANGING PLANS AND LICENSED VM COUNTS

You can move up a Plan or add Licensed VMs at any time. The difference is charged pro rata for the remainder of your current period.

Moving down a Plan, or reducing Licensed VMs, takes effect at your next renewal. We do not refund the difference mid term.

DUPLICATE AND INCORRECT CHARGES

Duplicate payments, or charges taken after a confirmed cancellation, are refunded in full. Tell us and we will correct it. This does not affect the position on cancellations that take effect at the end of a paid period, as set out above.

NON-PAYMENT AND SUSPENSION

If a payment fails or an account falls into arrears, we may retry payment and, after reasonable notice, suspend or terminate the Licence until the account is settled. Because the Licence is enforced technically, the Software validates against our licence server and, where your Licence is suspended, terminated, expired or unpaid, may automatically restrict access or disable, subject to the licence conditions in our software licence agreement and any notice required under them. Fees already paid for a period before suspension or termination are not refundable except where this policy expressly says otherwise.

HOW TO REQUEST A REFUND

Email sales@kvmdr.ai from the address on the account. Include your company name and the date of the payment. We will confirm within two business days.

Approved refunds are returned to the original payment method within 10 business days. Your bank may take a few days more to show it. Refunds are issued in the same currency as the original payment.

BEFORE YOU RAISE A CHARGEBACK

Please contact us first at sales@kvmdr.ai. Most billing disputes are misunderstandings that can be sorted out the same day. Raising a chargeback without contacting us may result in the Licence being suspended while the dispute is investigated.

PRICES AND VAT

All prices shown are in pounds sterling and exclude VAT. VAT will be added where it applies, and any refund is calculated on the amount actually paid, including VAT where charged.

CHANGES TO THIS POLICY

We may update this policy. The version in force is the one published on this page at the time of your purchase. Material changes will not be applied retrospectively to a Licence you have already bought.

GOVERNING LAW

This policy, and any dispute arising from it, is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

CONTACT

KVMDR AI Limited, registered in England and Wales, company number 17289429. Registered office: 38 Great Stour Mews, Canterbury, Kent, CT1 2FS. Email sales@kvmdr.ai.