Return & Refund Policy – Paid Access to Digital Travel Guides

Last updated: 11th August 2025

This Return & Refund Policy applies to purchases granting access to **digital travel guides** hosted in a restricted, members-only section of <u>www.magmatcreations.com</u> ("Website"), operated by Magmat Creations, Malta.

By purchasing, you agree to this policy and the Website's **Terms & Conditions**.

1. Nature of the Product & Delivery

- 1.1 Our travel guides are digital online content, not physical products.
- 1.2 Purchase grants you **personal, non-transferable access** to a restricted section of our website where the guide is hosted.
- 1.3 Access is typically granted immediately after successful payment but may take up to 24 hours in exceptional cases.
- 1.4 No physical goods are shipped; delivery is considered complete when we provide your login credentials or access link.

2. All Sales Are Final - No Returns

- 2.1 Due to the nature of digital services and immediate delivery:
 - All sales are **final** once access is granted.
 - No returns or refunds will be issued, except as outlined in Section 5.

3. EU/EEA Consumer Rights & Waiver of Withdrawal

- 3.1 If you are located in the EU or EEA, you normally have the right to withdraw from a digital content purchase within 14 days.
- 3.2 This right does not apply when:
 - You have given express consent to immediate access, and
 - You have acknowledged that you lose your right to cancel once delivery starts.
- 3.3 During checkout, you:
 - Expressly request immediate access to the members-only section, and
 - Acknowledge in writing that you waive your statutory right to cancel under EU law once access is granted.

4. Intellectual Property & Usage Restrictions

- 4.1 All travel guides, photographs, videos, artwork, and written materials available in the restricted area are the **exclusive intellectual property** of Magmat Creations.
- 4.2 You are granted a **limited, non-exclusive, non-transferable license** to view the content for your personal, non-commercial use only.
- 4.3 You are **strictly prohibited** from:
 - Downloading, copying, or screenshotting content without explicit permission.
 - Sharing login details, access links, or the content itself with others.
 - Republishing, reselling, or otherwise redistributing the content.

4.4 Unauthorized use will result in:

- Immediate revocation of access without refund.
- Potential legal action for copyright infringement, including claims for damages.

5. Exceptions – When Refunds Are Issued

We may issue a refund only if:

- **Duplicate payment**: You were charged twice for the same product.
- **Technical access issue**: You cannot access the content due to a fault on our side, and the issue cannot be resolved within 3 business days.
- **Wrong product delivered**: You were mistakenly given access to a different guide.

Refunds are **not** granted for:

- Change of mind.
- Accidental purchase.
- Inability to access due to personal device, browser, or internet issues.
- Dissatisfaction with content format, style, or subject matter after access.

6. Customer Responsibilities

- 6.1 You are responsible for ensuring your internet connection, browser, and device meet the technical requirements listed on the product page.
- 6.2 You must maintain the confidentiality of your access credentials.
- 6.3 You must not attempt to bypass website security or share content unlawfully.

7. Refund Request Procedure

To request a refund under Section 5, contact us within **7 calendar days** of purchase via **magmatcreations@gmail.com**, providing:

- Full name & email used for purchase.
- Order confirmation number.
- Detailed description of the issue.

We will respond within 3 business days.

8. Chargebacks & Disputes

- 8.1 Before initiating a chargeback, you must contact us to attempt resolution.
- 8.2 If a chargeback is filed without contacting us first, we reserve the right to:
 - Provide the payment processor with proof of your agreement to this policy.
 - Restrict or permanently ban your account from future purchases.

9. Policy Updates

We reserve the right to update this policy at any time. Updates will be posted on this page with the "Last Updated" date revised accordingly.