# **REFUND POLICY**

#### 1. Introduction

- 1.1 This Refund Policy ("Policy") explains the conditions and procedures governing refunds for digital products (the "Product" or "Software") and related services offered by Leonid Tsvetkov (hereafter, the "Company"), operating under the status of autónomo in the Kingdom of Spain, NIE: Y9789783P, with a registered address at Avda del Puerto 250, P03 9. Valencia.
- **1.2** By purchasing the Product through any of the Company's integrated payment methods (e.g., Revolut, Stripe, or cryptocurrency gateways) on the Bloom website (the "Site"), you acknowledge that you have read, understood, and agree to the terms of this Policy.
- **1.3** This Policy forms an integral part of the broader contractual framework, including but not limited to the Company's Terms of Use, Public Agreement, and Privacy Policy.

# 2. Nature of the Product and General Refund Principles

- 2.1 Digital Product. The Product is delivered in a digital format (e.g., download link, license key, activation code, or access credentials or by sending a file via email or messenger). Once the Product has been sent (to the client), it is generally considered "used," which may limit the possibility of refunds due to the intangible nature of the Product.
- 2.2 Licensing and Activation. The Company grants the purchaser a non-exclusive, non-transferable license to use the Product. This license does not imply any transfer of ownership rights and is tied to a specific trading account number, User, and/or account.
- 2.3 No Guaranteed Outcomes. Since the Product may assist Users in automating or optimizing trading activities, the Company does not guarantee any financial results or performance metrics. Refunds will not be issued on the basis of dissatisfaction with trading outcomes or market performance.

### 3. Eligibility Criteria for Refunds

3.1 Technical Defects or Malfunctions. If the Product exhibits severe, verifiable technical defects that prevent its basic functionality (working in accordance with the standard-coded algorithm) and the Company cannot resolve the issue within a reasonable timeframe (for example, 7 days), you may be entitled to a refund. You must provide clear evidence of the defect (e.g., screenshots, error logs), and the Company reserves the right to request additional information to troubleshoot or confirm the defect.

- **3.2 Non-Delivery.** In rare cases where the User does not receive the Product **within 48 hours** due to technical errors on the Company's part (e.g., incorrect download link or failure in delivering activation credentials), the Company will make reasonable efforts to rectify the issue promptly. If the problem cannot be resolved, a refund may be issued.
- **3.3 Unauthorized Payments.** If you suspect fraudulent or unauthorized use of your payment method, you must first contact your payment provider (e.g., Revolut, Stripe, or relevant cryptocurrency service) and follow their dispute procedures. The Company will cooperate with legitimate chargeback investigations but cannot guarantee a refund in cases where the payment provider deems the transaction authorized.

# 4. Refund Request Procedure

- **4.1 Initial Support Contact.** Prior to requesting a refund, you must contact the Company's support team (through the contact details provided on the Site) and describe the issue in detail. Many technical difficulties can be resolved through troubleshooting
- **4.2 Timeframe for Requests.** Any request for a refund must be submitted within 7 days from the date of purchase or 3 days from the date you first encountered the issue.
- **4.3 Required Information.** When requesting a refund, you must include:
  - Proof of purchase (order number, transaction ID, or receipt).
  - Detailed description of the technical issue or reason for the refund request.
  - Screenshots, logs, or other evidence demonstrating the problem, if relevant.
- **4.4 Review and Resolution.** Upon receipt of your refund request, the Company will review the information provided. The Company may attempt to resolve the issue through updates, patches, or direct assistance. If the issue cannot be resolved to a reasonable standard within a reasonable period, the Company may at its sole discretion approve a refund.

#### 5. Exclusions and Limitations

- **5.1 Change of Mind.** Refunds will generally not be provided based solely on the User's change of mind, personal preference, or dissatisfaction with subjective aspects of the Product.
- **5.2 Performance or Profit Expectations.** Trading on financial markets carries inherent risks. The Company does not guarantee profits or trading success. Dissatisfaction arising from market conditions or perceived underperformance is not grounds for a refund.

- 5.3 Incompatible Systems. Users are responsible for ensuring that their hardware, operating system, and third-party dependencies (e.g., broker interfaces) are compatible with the Product. Refunds will not be issued solely due to incompatibility with the User's setup unless such incompatibility was explicitly addressed by the Company and was confirmed to be supported.
- **5.4 Abusive or Fraudulent Requests.** If the Company determines that a refund request is fraudulent, abusive, or made in bad faith, it reserves the right to deny the request and terminate any associated licenses or services.

# 6. Refund Method and Processing

- **6.1 Approved Refunds.** If your refund is approved, the Company will process it through the original payment method used for purchase whenever possible. The timing of the refund depends on the policies of the respective payment provider (Revolut, Stripe, cryptocurrency gateways, etc.).
- **6.2 Partial Refunds.** In certain cases, the Company may issue a partial refund, especially if the User has derived some benefit from the Product prior to the refund request.
- **6.3 Currency Fluctuations.** For international transactions or cryptocurrency-based payments, the Company is not responsible for exchange rate differences, conversion fees, or fluctuations in cryptocurrency values between the time of purchase and the time of refund.

# 7. Legal Rights and Additional Remedies

- 7.1 Защита прав потребителей. Ничто в данной Политике не ограничивает или не заменяет какие-либо обязательные законные права, которые могут быть у вас в соответствии с применимыми законами о защите прав потребителей в Испании или других юрисдикциях.
- **7.2 Dispute Resolution.** If a conflict arises regarding a refund decision and cannot be amicably resolved, either party may escalate the matter in accordance with applicable dispute resolution procedures, as outlined in the Company's Terms of Use and the Public Agreement.

# 8. Amendments to the Policy

**8.1 Right to Modify.** The Company reserves the right to update or modify this Policy at any time by posting a revised version on the Site. Any significant changes in the refund process will be communicated to existing customers through the contact information provided or via an announcement on the Site.

**8.2 Effect of Changes.** Changes to this Policy will apply to purchases made after the effective date of the revised Policy. For purchases made prior to the update, the previous version of the Policy remains in effect unless both parties mutually agree to adopt the updated Policy.

# 9. Contact Information

**9.1 Support and Assistance.** If you have any questions or concerns regarding this Refund Policy or wish to request a refund, please reach out to the Company's support team using the contact information available on the Site.

By purchasing and accessing the Product, you acknowledge that you have read and understood this Refund Policy, agree to be bound by its terms, and understand the conditions under which refunds may be granted.