

REFUND AND CANCELLATION POLICY - DOMANENNAME

Refund, Withdrawal, and Cancellation Terms

Version: 1.0 Effective Date: 18th May 2026 Company: CRISALEO LIMITED
Operating Domains: domanenname.com | domanenname.it | domanenname.eu
| domanenname.us | domanenname.de

Governing Law: The laws of England and Wales \((English Law)\)
Jurisdiction: Courts of England and Wales Statutory Basis: Consumer
Rights Act 2015, Consumer Contracts Regulations 2013

1. INTRODUCTION

This policy explains when refunds are available, your right to withdraw from contracts, and the procedures for cancellation under English law. This policy must be read in conjunction with the Terms of Service and Privacy Policy.

Applicable Legislation:

- Consumer Rights Act 2015 \((CRA 2015)\) - Part 2: Consumer Contract Protections
- Consumer Contracts Regulations 2013 - Right of withdrawal
- Sale of Goods Act 1979
- Unfair Contract Terms Act 1977

2. WHY DOMAINS ARE NON-REFUNDABLE

2.1 Domain Names are Customised Products

Domain names registered through Domanenname are considered customised digital products under English consumer law \((Consumer) Tj ET BT /Fl

1. Bespoke Registration: Each domain is uniquely registered in the customer's name with a specific registry
2. Customised to Customer Specifications: Registered with the precise domain name, registrant details, and technical specifications provided by the customer
3. Immediate Activation: Domains are activated immediately upon registration and become publicly accessible
4. Non-Interchangeable: The specific registered domain cannot be resold to another customer

5. Digital Good: The service is performed before the withdrawal period ends

2.2 Legal Exemption from Withdrawal Right

Under Consumer Contracts Regulations 2013, Schedule 2, Part 2, the right to withdraw does not apply to:

> "Services fully performed before the end of the fourteenth calendar day or the day the consumer communicates notice of withdrawal, whichever is earliest, providing that performance has begun with the consumer's prior express consent and acknowledgement that they will lose the right to withdraw once the service has begun."

Application to Domanenname:

- Domain registration is a digital service performed immediately
- Registration at the registry occurs immediately upon payment confirmation
- The domain becomes accessible and active immediately
- The consumer confirms they understand the non-refundable nature at registration

2.3 ICANN Requirements

Additionally, ICANN \ (Internet Corporation for Assigned Names and) Tj ET BT /Fl

- Domain registrations are permanent transfers of rights to the registrant
 - Once registered, domains are binding, irrevocable legal registrations
 - Registries cannot cancel registrations simply because a registrant changes their mind
 - Refunds would violate ICANN's core policy principles
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3. CONSUMER WITHDRAWAL RIGHT \ (14-DAY RIGHT\)

3.1 Scope of 14-Day Withdrawal Right

Under the Consumer Contracts Regulations 2013, consumers have a 14-day withdrawal right for distance contracts, EXCEPT for:

- Services fully performed before the end of the withdrawal period
- Digital goods/services where performance begins with the consumer's prior express consent

Application: Domain registration falls within the exemption as a fully performed digital service that cannot be unwound.

3.2 When the Exemption Does NOT Apply

The exemption does NOT apply if Domanenname is at fault for the following reasons:

3.2.1 Domanenname Technical Error During Registration

If the domain registration fails due to Domanenname's error:

- Customer has 14 days to request withdrawal
- Refund available: Full amount paid to Domanenname
- Timeline: Refund within 30 days of approved withdrawal
- Example: System processing error, payment not transmitted correctly, registration not submitted to registry

3.2.2 Domain Incorrectly Shown as Available

If a domain is shown as available in the search results, and the customer registers it, but the domain was actually already registered:

- Customer has 7 days to report the issue
- Refund available: Full amount less any registry fees that cannot be recovered
- Timeline: Refund within 5 working days of confirmation
- Customer remedy: Domain remains registered for the agreed period regardless of refund

3.2.3 Misrepresentation or Fraud by Domanenname

If Domanenname misrepresents the service or engages in fraudulent conduct:

- 14-day withdrawal right applies
- Refund available: Full refund of amounts paid
- Example: Falsely stating domain includes services not provided, hidden charges appearing after registration

3.3 Withdrawal Process

To withdraw from your domain registration contract in cases where withdrawal is permitted:

Step 1: Notify Domanenname Immediately

- Email: support@domanenname.com
- Web form: <https://domanenname.com/withdrawal-request>
- Include: Order number, reason for withdrawal, domain name

Step 2: Domanenname Investigates

- Verification period: 3-5 working days
- We assess whether withdrawal grounds are valid
- Confirmation email sent outlining decision

Step 3: If Approved

- Domain will be cancelled \ (subject to Step 4 below\)
- Refund processed to original payment method
- Timeline: 10-15 working days for bank transfer, 3-5 days for card

Step 4: Domain Status After Withdrawal

- Important: Domain remains registered to your name throughout the refund period
- You retain all DNS management rights
- Domain will continue to resolve as configured
- You are responsible for managing the domain during this period
- If domain is used illegally during this period, you remain liable

4. REFUNDS GRANTED BY DOMANENNAME

4.1 Technical Error by Domanenname

Scenario: Registration fails due to Domanenname's technical error

Requirements:

- Error must be documented in Domanenname system logs
- Error must prevent registration completion
- Customer must report within 30 days of transaction

Refund:

- Full amount paid to Domanenname \ (not including registry fees paid) Tj ET BT
- Processing time: 30 days of approval
- Method: Original payment method

Supporting Evidence Required:

- Order number
- Date of attempted registration
- Error message received \ (if any\)

4.2 Domain Already Registered

Scenario: Domain shows available during search but is registered to someone else when submitted

Requirements:

- Confirmed by registry records
- Discovered during registration attempt
- Reported within 48 hours

Refund:

- Full amount paid to Domanenname
- Processing time: 5 working days
- Method: Original payment method

Alternative Resolution:

- Alternative domain offered at no cost if available
- Credit towards future registrations

4.3 Service Failure - Permanent Outage

Scenario: Domanenname registration service is permanently unavailable due to technical failure beyond our control

Requirements:

- Service outage lasted more than 72 hours
- Outage prevents all registrations \ (not isolated to individual) Tj ET BT /F1
- Domanenname unable to restore service
- Documented by Domanenname technical team

Refund:

- Full amount paid to Domanenname
- Less: Non-recoverable registry and processing fees
- Processing time: 30 days
- Method: Original payment method

4.4 Duplicate Charge

Scenario: Same transaction charged twice to customer's payment method

Requirements:

- Confirmed duplicate charge in transaction records
- Reported within 90 days
- Both charges identifiable in customer's account

Refund:

- Full refund of duplicate charge
- Processing time: 10 working days
- Method: Original payment method

4.5 Cancellation Upon Customer Request \ (No Refund\)

Scenario: Customer requests cancellation of registered domain

Process:

1. Request cancellation via support@domanenname.com
2. Confirmation required \ (to prevent accidental cancellations\)
3. Domain deleted from registry within 2-5 working days
4. No refund: As domain was successfully registered and activated

Important Consequences:

- Once deleted, domain is immediately available for public registration
- Domanenname cannot restore deleted domains
- Any other registrar can register the domain
- Customer has no further rights to the domain

5. REFUNDS NOT GRANTED

Domanenname does NOT provide refunds in the following circumstances:

5.1 Customer-Initiated Reasons \ (Non-Refundable\)

- Changed mind: Customer no longer wants the registered domain
- Typographical error in domain selection: Customer misspelled domain name during registration
- Registrant information error: Customer provided wrong registrant details or address
- Services no longer wanted: Customer no longer uses domain after registration
- Better price elsewhere: Customer finds cheaper registration at another registrar
- Transferred to another registrar: Domain moved to competitor voluntarily
- Domain not actively used: Customer registered but did not actively use or develop the domain

5.2 Registry and Non-Controllable Reasons

- Registry fees: Fees charged by the registry are the responsibility of the customer and ICANN regulations
- Registry restrictions: Specific registry requirements for .country or restricted domains
- Registrant eligibility: Customer later discovers they do not meet registry requirements for that TLD

- Disputes with third parties: Intellectual property claims or UDRP disputes

5.3 Expired Domains

- Grace period \((30 days after expiration)\): No refund; renewal possible at renewal rates
- Redemption period \((60 days after expiration)\): No refund; recovery available at penalty rates
- After 60 days: Domain released; no recovery possible; no refund

5.4 Optional Services \((Non-Refundable After Activation)\)

WHOIS Privacy Protection:

- Not yet activated: Refundable if purchased but not activated
- Activated: Non-refundable once active
- Reason: Service is ongoing personal data protection, cannot be "unwound"

Contact Protection:

- Not yet activated: Refundable if purchased but not activated
- Activated: Non-refundable once active

5.5 Payment Processing Reasons

- Insufficient funds: Customer's payment method declined after initial approval
- Chargeback filed: Customer disputes charge with their bank/card issuer \((subject to Section 6 below)\)
- Currency conversion losses: Currency fluctuations after customer confirms payment

5.6 Abuse or Prohibited Uses

- Domain used for illegal purposes: Stolen payment method, fraud, phishing, malware, spam
- Violated Acceptable Use Policy: See Acceptable Use Policy document
- Money laundering or financial crime: Any indication of illegal financial activity
- Copyright/trademark infringement: Domain used to infringe third-party rights
- Court order or legal injunction: Domain subject to legal action or seizure

Note: In abuse cases, Domanenname retains all amounts paid and may pursue additional damages.

6. PARTIAL REFUNDS AND MULTI-YEAR REGISTRATIONS

6.1 Partial Refunds for Multi-Year Registrations

If a customer registers a domain for multiple years (e.g., 3 years) and requests cancellation, the refund is calculated as follows:

Formula: $\text{Refund} = \left(\frac{\text{Amount Paid}}{\text{Registration Period in Days}} \right) \times \text{Remaining Days}$ Less: Registry fees, processing fees, non-recoverable costs

Example:

- Registration: 3-year registration at £60 total (£20/year)
- Days total: 1,095 days
- Cancelled after: 180 days
- Remaining days: 915 days
- Base refund calculation: $\left(\frac{£60}{1,095} \right) \times 915 = £50.41$
- Registry fees (non-refundable): £5
- Final refund: £45.41

6.2 Non-Refundable Fees

The following fees are NEVER refunded, even on partial cancellations:

- Registry transaction fees (mandated by ICANN)
- Payment processing fees (Stripe, PayPal, bank transfer fees)
- Set-up fees or activation fees (if any)
- WHOIS Privacy setup and management fees (once activated)
- Currency conversion/foreign exchange fees
- Administrative processing fees

6.3 Recurring/Automatic Renewal Charges

Cancellation of Automatic Renewal:

- Automatic renewal can be disabled in control panel
- Disabling automatic renewal does NOT refund the current registration period
- The domain remains active for the paid period
- No renewal charge will be applied when the period ends

Example:

- Domain registered for 1 year, auto-renewal enabled
- Customer disables auto-renewal after 6 months
- Customer continues to own/manage the domain for the remaining 6 months
- Domain expires after 12 months, not renewed

- No refund of the 1-year registration fee
- No automatic renewal charge applied
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7. REFUND PROCEDURE AND TIMELINE

7.1 Requesting a Refund

Step 1: Contact Support

- Email: support@domanenname.com
- Subject line: "Refund Request - [Order Number]"
- Include:
 - Order/transaction number
 - Domain name
 - Reason for refund request
 - Supporting evidence \ (if applicable\)
 - Preferred refund method

Step 2: Initial Response

- Acknowledgement: Within 5 working days
- Case number assigned
- Preliminary eligibility assessment

Step 3: Investigation

- Full investigation: 10-15 working days
- System logs reviewed
- Registry records checked \ (if domain-related\)
- Customer may be asked for additional information

Step 4: Decision

- Approval or denial communicated in writing
- If denied, detailed explanation provided
- Appeal instructions provided \ (see Section 8\)

Step 5: Refund Processing \ (If Approved\)

- Refund initiated: Within 10 working days of approval
- Processing time: Varies by payment method \ (see below\)
- Refund confirmed to original payment method

7.2 Refund Processing Times by Payment Method

Payment Method	Processing Time	Notes
Credit/Debit Card	3-5 working days	Reversed to card account
PayPal	2-3 working days	Reversed to PayPal wallet
Bank Transfer	10-15 working days	Dependent on receiving bank
Other Digital Wallets	5-7 working days	Varies by provider

7.3 Refund Amount

Refunds will be issued in the original currency and original payment method. If this is not possible, we will contact you to arrange an alternative.

Exchange rates: If refunded in different currency, prevailing exchange rate at time of refund applies.

7.4 Status Tracking

Customers can track refund status via:

- Refund case number \ (emailed at Step 2\)
 - Control panel: Account > Transaction History > Refund Status
 - Support ticket: <https://domanenname.com/support>
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8. APPEALS AND DISPUTES

8.1 Appeal of Refund Denial

If a refund request is denied, customers may appeal:

Appeal Process:

1. Email appeal to: legal@domanenname.com
2. Include:
 - Original case number
 - Reason for disagreement with decision
 - Additional supporting evidence
3. Escalation to management for review
4. Response within 15 working days
5. Final decision provided in writing

Grounds for Appeal:

- New evidence or information not previously considered
- Procedural error in original decision
- Misapplication of policy to your situation
- Exceptional circumstances

8.2 External Dispute Resolution

If you are not satisfied with the refund decision and appeal:

For UK/EU Customers:

- Consumer Rights Act 2015 provides statutory rights
- You may escalate to Alternative Dispute Resolution \ (ADR\)
- Recommend: Report to Citizens Advice Consumer Service

- Escalation: Small Claims Court \ (up to £10,000\)

For other territories:

- Alternative Dispute Resolution may be available
- Recommend: Report to local consumer protection authority
- Final escalation: Court system of your jurisdiction

8.3 Chargeback and Dispute Procedure

If a customer files a chargeback with their bank/payment provider:

1. Domanenname is required to defend against chargeback
2. Evidence will be submitted to the payment provider
3. Customer may be asked to provide counter-evidence
4. Payment provider makes final determination
5. If chargeback succeeds, Domanenname may pursue legal recovery
6. Customer's account may be suspended pending resolution

Note: Filing a chargeback is not an alternative to the refund procedure. The refund process must be completed first.

9. DOMAIN OWNERSHIP DURING REFUND PERIOD

9.1 Critical: You Remain the Registrant

During the refund process, the domain remains registered to your name. This has important implications:

Your Responsibilities:

- You are responsible for managing the domain
- You control DNS settings and configuration
- You are liable for any illegal use of the domain
- You must not use the domain for prohibited purposes
- If content is hosted on the domain, you are responsible for it

If You Use the Domain During Refund:

- Using the domain may weaken a refund claim
- Domanenname may consider domain "accepted" and refund cancelled
- Your liability for the domain's use increases

9.2 Do NOT Use the Domain If Requesting Refund

If you have submitted a refund request:

- Do not configure DNS records pointing to active content
- Do not use the domain for any business, website, or service
- Do not use the domain for email

- Do not transfer the domain elsewhere
- These actions may result in refund request denial

9.3 Domain Remains Active After Refund

Even after a refund is approved:

1. Domain registration continues for the remainder of the paid period
2. You retain ownership and control until expiration or cancellation
3. You must renew to keep it active if you wish to keep it
4. You can cancel at any time \((still no refund for paid period)\)
5. You can transfer it to another registrar if you choose

Example:

- 1-year domain registered for £20
- After 2 months, refund approved
- You receive £15 refund
- Domain remains registered to you for remaining 10 months
- After 10 months, domain expires unless renewed
- No further charges applied after refund

10. WITHDRAWAL REQUESTS - IMPORTANT RIGHTS

10.1 Your Right to Withdraw \((Where Applicable)\)

Under Consumer Contracts Regulations 2013, you have the right to withdraw from a distance contract within 14 calendar days without penalty or explanation.

Important Exceptions:

- NOT applicable to domain registrations \((fully performed digital) Tj ET BT /F
- ONLY applicable if Domanenname has committed an error or misrepresentation
- See Section 3 for detailed withdrawal rights

10.2 The 14-Day Period

The 14-day period starts on:

- For refundable errors: The day you request withdrawal
- For misrepresentation: The day you discover the misrepresentation
- Weekend/holidays: Included in the 14-day count

Important: To preserve your right, notify Domanenname immediately if you believe you have grounds to withdraw. Do not wait until near the 14-day limit.

10.3 Distance Contract Definition

A distance contract is one where:

- No face-to-face contact occurs
- Communication is via electronic means, telephone, or post
- Applies to all Domanenname contracts \((online registration\)

10.4 Consumer vs. Business Contracts

These consumer protections apply ONLY to:

- Natural persons \((individuals\)
- Registering domain\((s\) for non-business purposes
- Consumer contracts under CRA 2015

These protections do NOT apply to:

- Limited companies or other business entities
- Registrations for commercial/business purposes
- B2B \((business-to-business\) contracts

11. EXCEPTIONS TO NON-REFUNDABILITY

11.1 When Domains CAN be Refunded

The following are the ONLY circumstances when a domain registration fee may be refunded:

1. Domanenname Technical Error \((Section 4.1\)
- Registration failed due to system error
- Domain not successfully registered
- Full refund available
2. Domain Already Registered \((Section 4.2\)
- Domain shown as available but was already registered
- Registry conflict discovered
- Full or partial refund available
3. Service Failure \((Section 4.3\)
- Permanent outage of registration service
- Beyond Domanenname control
- Full refund less non-recoverable fees
4. Duplicate Charge \((Section 4.4\)
- Same transaction charged twice
- Confirmed in records
- Full refund of duplicate
5. Misrepresentation by Domanenname \((Section 3.2.3\)

- False statements about service
 - Hidden charges or fraudulent conduct
 - Full refund available
6. Regulatory Requirement \ (Section 11.2\)
- Legal order or injunction requires cancellation
 - Regulatory body mandates refund
 - Refund amount determined by legal proceedings

11.2 Regulatory Enforcement

If a court, regulator, or legal authority orders Domanenname to:

- Cancel a domain registration
- Issue a refund
- Return customer funds

Domanenname will comply immediately and provide the ordered refund regardless of other policy terms.

12. SPECIAL CIRCUMSTANCES

12.1 Business Failure by Domanenname

If Domanenname ceases business operations:

Your Rights:

- All outstanding registrations continue to be serviced \ (transferred) Tj ET BT
- All paid registration fees continue to provide service for agreed period
- Customers will be notified of transfer
- Continuity of service maintained

Refund Policy:

- If successor registrar cannot provide service, refunds calculated pro-rata
- Pre-paid amounts for unserved periods may be refunded
- Each customer contacted individually

12.2 Registry Suspension or Cancellation

If a registry \ (ICANN\) suspends or cancels a domain due to:

- Registry policy violation
- Non-compliance with registry requirements
- Legal action against registrant
- UDRP decision

Refund Policy:

- No refund: Domain was successfully registered
- Customer remains liable for registry's actions
- Customer should appeal to registry separately if appropriate

12.3 Force Majeure

If Domanenname cannot provide services due to force majeure:

- War, natural disaster, pandemic, terrorism, act of government
- Service suspension notified to all customers
- Renewal fees not charged during suspension
- Refunds determined case-by-case

13. PARTIAL REFUNDS - CALCULATION EXAMPLES

Example 1: 1-Year Registration, Cancelled After 3 Months

\(Valid Reason\)

``` Total amount paid: £60.00 Registration period: 365 days Days used: 90 days Remaining days: 275 days

Calculation:  $\text{\pounds}60 / 365 \times 275 = \text{\pounds}45.21$

Less non-recoverable fees:

- Registry transaction fee: £5.00
- Processing fee: £0 \((may be included)\)

Refund: £40.21 ```

### Example 2: 2-Year Registration, Cancelled After 1 Year \((Valid) Tj ET BT

``` Total amount paid: £110.00 \((£55/year)\) Registration period: 730 days Days used: 365 days Remaining days: 365 days

Calculation: $\text{\pounds}110 / 730 \times 365 = \text{\pounds}55.00$

Less non-recoverable fees:

- Registry transaction fee: £5.00

Refund: £50.00 ```

Example 3: Multi-Domain Registration \((2 domains for 1 year) Tj ET BT /F2

``` Domain 1: £20.00 Domain 2: £25.00 Total paid: £45.00

If refund granted for Domain 2 only: Domain 2 refund:  $\text{\pounds}25 / 365 \times 275 \text{ days} = \text{\pounds}18.84$

Less registry fee: £2.00

Refund for Domain 2: £16.84

Note: Domain 1 remains registered; no refund ```

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## **14. COMPLAINTS AND ESCALATION**

### **14.1 Unresolved Refund Disputes**

If a refund decision is disputed and not resolved through appeals:

Step 1: Internal Complaint

- Email: legal@domanennname.com
- "Complaint: Refund Dispute"
- Include case number and dispute details

Step 2: Internal Review

- Senior management review: 15 working days
- Response provided in writing
- Final position communicated

Step 3: External Resolution

- If still unsatisfied, consumers may escalate to:
  - UK: Citizens Advice Consumer Service / Trading Standards
  - EU: National Consumer Protection Authority
  - USA/Other: Local consumer protection agency

Step 4: Alternative Dispute Resolution

- May pursue through:
  - Arbitration \ (if customer agrees\)
  - Mediation services
  - Small claims court \ (UK: up to £10,000\)

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## **15. POLICY GOVERNING LAW**

### **15.1 Applicable Law**

This Refund and Cancellation Policy is governed by:

- Primary: Consumer Rights Act 2015 \ (UK\)
- Supplementary: Consumer Contracts Regulations 2013
- General contract law: Sale of Goods Act 1979, Unfair Contract Terms Act 1977
- Jurisdiction: Courts of England and Wales

## 15.2 Consumer Rights

Nothing in this policy limits statutory consumer rights under English law. If this policy conflicts with mandatory consumer protections, the statutory protections apply.

## 15.3 Business Customers

For customers registered as businesses or purchasing domains for commercial purposes, this policy is modified as follows:

- 14-day withdrawal right does NOT apply
- Domains are non-refundable in all circumstances except technical error
- Partial refund calculations do not apply \ (full refund or nothing\)
- Appeals process remains available

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## 16. CONTACT INFORMATION

For Refund Requests:

- Email: [support@domanenname.com](mailto:support@domanenname.com)
- Web Form: <https://domanenname.com/refund-request>
- Include order number and reason

For Appeals/Escalation:

- Email: [legal@domanenname.com](mailto:legal@domanenname.com)
- Subject: "Refund Appeal - [Order Number]"

For Complaints:

- Email: [complaints@domanenname.com](mailto:complaints@domanenname.com)
- Response within 5 working days

General Support:

- Email: [support@domanenname.com](mailto:support@domanenname.com)
- Web: <https://domanenname.com/support>
- Hours: 9 AM - 6 PM CET, Monday to Friday

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Version: 1.0 Last Updated: 18th May 2026 Next Review: 31st December 2026 Effective Date: 18th May 2026

Approved by: CRISALEO LIMITED Legal & Compliance Team

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Important Notice: This policy is provided for informational purposes. In case of conflict between this policy and applicable English law, statutory law controls. Customers retain all rights granted under English consumer protection law regardless of this policy's terms.