# Refund Policy

Involute Inc. d.b.a. Xuno

Effective Date: October 30, 2026

In relation to the products and services provided under its brands and subsidiaries.

This Refund Policy ("Policy") is established by Involute Inc. d.b.a Xuno ("Xuno," "Company," "we," or "us") and governs the terms and conditions under which refunds may be requested, approved, and processed in connection with payment transactions facilitated through the Xuno platform. This Policy applies to all senders, account holders, and customers who initiate transactions through Xuno's services.

By using Xuno's services, all parties acknowledge and agree to the terms set forth in this Policy. Xuno reserves the right to amend, modify, or update this Policy at any time, with notice provided to affected customers as required by applicable law.

## 1. Definitions

For the purposes of this Policy, the following definitions shall apply:

"Transaction" means any payment, transfer, or financial instruction initiated by a Sender through the Xuno platform.

"Sender" means the individual or entity initiating a Transaction through the Xuno platform.

"Collection Account" means Xuno's designated account into which debited funds are received and held pending processing.

"Business Day" means any day other than a Saturday, Sunday, a day on which banks in the United States are authorized or required to be closed, and a public holiday observed in the destination country to which the Transaction is directed. For the avoidance of doubt, public holidays in the destination country shall be counted in the calculation of processing timeframes under this Policy.

"Refund Request" means a written request submitted by a Sender seeking the return of funds in connection with a Transaction.

## 2. Scope and Applicability

This Policy applies to all Transactions processed through the Xuno platform. Refund eligibility is subject to the conditions and procedures set forth herein. Xuno shall not be obligated to process any refund that does not comply with the requirements of this Policy.

Xuno supports only payments initiated directly by the Sender via their linked bank account, including ACH push transactions and wire transfers originated from the Sender's bank. Xuno does not facilitate or process payments through third-party payment providers or intermediary platforms.

## 3. Conditions Precedent to Refund Eligibility

Prior to the commencement of any refund process, the following conditions must be satisfied:

**3.1 Transaction Completion.** The Transaction in respect of which a refund is sought must have been fully completed. Completion is confirmed when the relevant amount has been successfully debited from the Sender's bank account and is visible and reflected in Xuno's Collection Account. No refund shall be initiated in respect of a Transaction that has not been confirmed as fully debited.

**3.2 Minimum Processing Period.** A minimum period of six (6) to seven (7) Business Days is required for the completion of the refund process from the date of approval of a Refund Request. Refunds shall not be processed prior to the expiry of this minimum period.

## 4. Refund Processing Fees

**4.1 Standard Fee.** A refund processing fee of USD $2.00 shall be applied to each approved Refund Request. This fee shall be deducted from the total refund amount prior to disbursement, including any transaction fees previously collected in connection with the original Transaction.

**4.2 Fee Waiver.** The processing fee set forth in Section 4.1 shall be waived where the refund arises solely as a result of a duplicate charge or a verified system error attributable to Xuno. No fee waiver shall apply in any other circumstance unless expressly authorized in writing by Xuno.

## 5. Refund Request Requirements

5.1 All Refund Requests must be submitted in writing via electronic mail to Xuno's designated support address by the sender. Verbal or informal requests shall not constitute a valid Refund Request for the purposes of this Policy.

5.2 Each Refund Request must contain, at a minimum, the following information:

- (a) the unique transfer reference number associated with the Transaction;
- (b) the email address registered to the Sender's Xuno account;
- (c) a clear and detailed statement of the reason for the Refund Request; and
- (d) where the refund is sought based on a duplicate charge or system error, a bank statement or equivalent documentation evidencing the Transaction.

5.3 Refund Requests must be submitted directly by the Sender. Upon receipt, a Xuno customer support representative may escalate the request through Xuno's internal review process on the Sender's behalf. Such escalation does not alter the Sender's obligation to provide all required information as set forth in Section 5.2.

5.4 Xuno reserves the right to request additional documentation or information as may be reasonably necessary to verify the validity of a Refund Request. Failure to provide such documentation within a reasonable time as specified by Xuno may result in the closure of the Refund Request.

## 6. Review and Approval of Refund Requests

6.1 Upon receipt of a complete and valid Refund Request, Xuno shall conduct a thorough review of the request in accordance with this Policy and applicable regulatory requirements. All Refund Requests are subject to Xuno's internal compliance and authorization procedures.

6.2 Refund Requests shall not be approved or processed without completion of the required internal review. Xuno's decision in respect of any Refund Request shall be final, subject to any applicable dispute resolution or escalation procedures.

6.3 Xuno shall use commercially reasonable efforts to communicate its decision to the Sender within the applicable processing timeframe set forth in Section 7 of this Policy.

## 7. Refund Processing

**7.1 Initiation.** Upon approval of a Refund Request, Xuno shall initiate the refund in accordance with its standard operational procedures. The refund shall be returned to the original source account or payment method used by the Sender for the Transaction.

**7.2 Prior Transfers to Local Payment Partners.** Where funds in connection with the subject of Transaction have already been transferred to a local payment partner or intermediary, Xuno shall conduct a reconciliation review prior to initiating the refund. The refund shall only be processed upon satisfactory completion of such reconciliation review.

**7.3 Processing Timeframe.** Subject to the conditions set forth in this Policy, Xuno shall use commercially reasonable efforts to complete the refund process within six (6) to seven (7) Business Days from the date of approval, subject to the minimum processing period described in Section 3.2.

## 8. Customer Notification

8.1 Upon submission of a Refund Request, Xuno shall send an acknowledgment email to the Sender confirming receipt of the request. Such acknowledgment shall include an expected processing timeframe and contact information for follow-up queries.

8.2 Upon completion of the refund process, Xuno shall notify the Sender via email. The notification shall include the refund amount disbursed and the expected timeline for the funds to be reflected in the Sender's account, subject to the processing timelines of the Sender's financial institution.

## 9. Limitations and Exclusions

9.1 Xuno shall not be liable to process a refund in any of the following circumstances:

- (a) where the Sender provided incorrect or incomplete account details and the Transaction was processed in accordance with the instructions submitted by the Sender;
- (b) where the Transaction has been disputed more than sixty (60) calendar days after the Transaction date, unless otherwise required by applicable law;
- (c) where the Refund Request does not satisfy the requirements set forth in Section 5 of this Policy; or
- (d) where the Transaction is subject to a hold, freeze, or restriction imposed by a regulatory authority, law enforcement agency, or applicable legal process.

9.2 Xuno reserves the right to deny or limit Refund Requests that demonstrate a pattern of misuse, abuse, or fraudulent activity. Such determinations shall be made at Xuno's sole and reasonable discretion.

## 10. Currency and Refund Method

All refunds shall be processed in the currency of the original Transaction. Refunds shall be returned solely to the original source account or payment method used by the Sender for the Transaction and shall not be redirected to any alternative account or method without express written authorization from the Sender and verification by Xuno.

## 11. Amendments to This Policy

Xuno reserves the right to amend, revise, or supplement this Policy at any time. Notice of any material amendments shall be provided to customers through the Xuno platform or by email. Continued use of Xuno's services following the effective date of any such amendment shall constitute acceptance of the revised Policy.

## 12. Governing Law and Dispute Resolution

This Policy shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of laws principles. Any disputes arising in connection with this Policy shall be resolved in accordance with Xuno's standard dispute resolution procedures, as communicated to customers from time to time.