

RETURN & REFUND POLICY

PteroCA Marketplace

Effective Date: March 5, 2026

1. Overview

This Return & Refund Policy governs purchases made on PteroCA Marketplace (<https://marketplace.ptero.ca>), operated by Frostbyte Digital LLC, 30 N Gould St Ste N, Sheridan, WY 82801, United States.

All paid transactions on the Marketplace are processed by Polar.sh, which acts as the Merchant of Record (MoR) for all purchases. As MoR, Polar.sh is legally responsible for processing payments, issuing receipts and invoices, collecting and remitting applicable taxes (including VAT/GST), handling chargebacks, and ensuring global payment compliance on behalf of Frostbyte Digital LLC.

2. Nature of Digital Products

All products sold on the Marketplace are digital goods (plugins and themes for the PteroCA platform). They are not supplied on a physical medium. Upon successful payment:

- Access to the product is granted immediately and permanently
- The product is added to your account library and is available for download right away
- Digital delivery is considered complete at the moment of purchase confirmation

Because digital products are delivered instantly and cannot be "returned" in the traditional sense, **all sales are final** by default.

3. EU Right of Withdrawal — Waiver

This section is especially important for consumers in the European Union and European Economic Area.

3.1 General Rule

Under EU Directive 2011/83/EU on Consumer Rights (the "Consumer Rights Directive"), consumers located in the EU/EEA normally have a 14-day right of withdrawal (the "cooling-off period") for distance contracts, during which they may cancel a purchase without giving any reason.

3.2 Exception for Digital Content — Article 16(m)

Article 16(m) of the Consumer Rights Directive provides an explicit exception: the right of withdrawal does not apply to contracts for the supply of digital content that is not supplied on a tangible medium, **if performance has begun with the consumer's prior express consent and their acknowledgment that they thereby lose their right of withdrawal.**

3.3 How the Waiver Is Collected at Checkout

When you complete a purchase on this Marketplace, you are presented with an explicit confirmation step before payment is processed. By clicking the purchase button and completing payment, you:

- a. Give your **prior express consent** to the immediate commencement of performance (delivery of the digital product), and
- b. **Acknowledge and accept** that by giving such consent, you lose your right of withdrawal under Article 16(m) of EU Directive 2011/83/EU.

This confirmation is collected during the checkout process facilitated by Polar.sh (our Merchant of Record), who handles EU consumer rights compliance as part of their payment processing obligations.

3.4 Consequence

Once you have completed the purchase and payment has been confirmed:

- The 14-day right of withdrawal no longer applies to that transaction
- You cannot cancel the purchase or claim a refund solely on the basis of the right of withdrawal
- This is the case regardless of whether you have downloaded the product or not — the right is waived at the moment of purchase, not at the moment of first download

3.5 Pre-Purchase Information

Before purchasing, you are encouraged to review all available information about the product: description, screenshots, version compatibility, and reviews. If you have any doubts, contact the seller before completing the purchase. Once payment is confirmed, the withdrawal right is waived.

4. No-Refund Policy

We do not offer refunds for purchased digital products except in the circumstances described in Section 5 (Exceptions).

By completing a purchase, you additionally acknowledge that:

- You have reviewed the product description, screenshots, and requirements carefully
- You understand the product is a digital good delivered immediately upon payment
- You agree that your statutory right of withdrawal has been waived in accordance with Section 3 above

5. Exceptions

Refunds may be granted at the sole discretion of Frostbyte Digital LLC only in the following exceptional circumstances:

- **Verified malware:** The product contains malicious code confirmed by our security team
- **Fraudulent listing:** The product materially does not match its description and the seller is unable or unwilling to resolve the issue
- **Duplicate purchase:** You were accidentally charged more than once for the same product
- **Technical non-delivery:** You were charged but the product was not added to your library and the issue cannot be resolved

In any of these cases, please contact our support team within **7 days** of purchase. Refund requests submitted after 7 days will generally not be considered.

6. Refund Process

6.1 How to Request a Refund

To request a refund under the exceptions listed in Section 5:

- Email support@ptero.ca.com with subject line: "Refund Request – [Order ID]"
- Include your order ID (found in your purchase confirmation email from Polar.sh)
- Describe the issue in detail and attach any supporting evidence
- We will respond within 5 business days

6.2 Polar.sh as Merchant of Record

Because Polar.sh acts as the Merchant of Record for all paid transactions:

- Payment receipts and invoices are issued by Polar.sh
- Approved refunds are processed by Polar.sh back to your original payment method
- Refund processing times depend on Polar.sh and your payment provider (typically 5–10 business days)
- For payment disputes or chargebacks, Polar.sh handles the process on our behalf

6.3 Chargebacks

If you initiate a chargeback through your bank or payment provider without first contacting us, Polar.sh will respond to the dispute on our behalf. We reserve the right to suspend or permanently ban accounts associated with fraudulent chargebacks.

7. Support for Product Issues

Before requesting a refund, we encourage you to:

- **Contact the seller:** Use the support ticket system to reach the product author directly — they are best placed to resolve compatibility or installation issues
- **Check for updates:** The seller may have already released a fix in a newer product version
- **Report the product:** Use the "Report" button on the product page to notify our moderation team

Many issues can be resolved without a refund, and our moderation team can intervene if a seller is unresponsive.

8. Free Products

Free products do not involve payment transactions and are not covered by this policy. If you experience issues with a free product, please contact the seller via the support ticket system.

9. Before You Buy

To ensure you are satisfied with your purchase, we recommend:

- **Read the description carefully:** Check features, requirements, and compatibility information
- **Check reviews:** See what other buyers say about the product quality and seller support
- **View screenshots:** Examine available previews and demo content
- **Verify compatibility:** Ensure the product works with your PteroCA platform version
- **Ask questions first:** Contact the seller before purchasing if you have any doubts

Remember: once payment is confirmed, the right of withdrawal is waived and sales are final (except as described in Section 5).

10. Contact

For questions about this policy or to submit a refund request:

- **Email:** support@ptero.ca (subject: "Refund Request – [Order ID]")
- **Support Portal:** <https://marketplace.ptero.ca/tickets>
- **Business Address:** Frostbyte Digital LLC, 30 N Gould St Ste N, Sheridan, WY 82801, United States
- **Payment Processor:** Polar.sh (<https://polar.sh>) — for payment receipts, invoices, and chargeback inquiries

11. Updates to This Policy

We may update this policy from time to time to reflect changes in our services, payment processing arrangements, or applicable law. Material changes will be communicated through appropriate channels. The "Effective Date" at the top of this document will be updated accordingly. Continued use of the Marketplace after changes constitutes acceptance of the updated policy.

Last Updated: March 5, 2026