

PAYMENT AND REFUND POLICY

FOR QUANTUM G ONLINE TESTING SERVICE TO IDENTIFY A CHILD'S AREAS OF GENIUS AND TALENTS

Effective Date: April 26, 2025

This Payment and Refund Policy (hereinafter referred to as the Payment Policy) is an integral part of the [User Agreement](#) and regulates the terms of payment and refund for the Quantum G online Testing service to identify a Child's areas of genius and talents, provided by Every Child Is A Genius LLC (hereinafter referred to as the Company). By purchasing the Service, you agree to the terms and conditions of this Payment Policy. The Payment Policy is designed according to the laws of the United States of America and the State of Delaware, including requirements for taxation, data protection, and consumer rights. Nothing in this Payment Policy restricts your inalienable consumer rights provided for by law. In the event of a conflict between provisions of the Payment Policy and mandatory provisions of the law, relevant provisions of the law shall be applied.

The terms used in this Payment Policy have the meaning defined in the [User Agreement](#), except for those defined herein.

1 MAKING A PURCHASE

- 1.1. Lump-Sum Payment Without Subscription.** The Service is subject to payment and may only be purchased through the Website. To make a purchase, you need to create an Account and enter a unique Ambassador Code (a code of an independent contractor cooperating with the Company). All payments are one-time: the Service is provided for a lump-sum charge **without automatic subscriptions, renewals or regular charges**, which eliminates the practice of negative option billing. After the lump-sum payment, access to the selected Test is provided subject to the terms and conditions of this Payment Policy, the [User Agreement](#), and the [Privacy Policy](#).
- 1.2. Age Requirements.** The Service acquisition (purchase of the Service or redemption of a Gift Certificate), acceptance of the Payment Policy terms and conditions, and any other communication with the Company during the Service provision is carried out solely by a Parent who acts on behalf of their Child and makes decisions in the Child's interests.

A Gift Certificate may be purchased by any adult (the procedure for purchasing and redeeming a Gift Certificate, including the rules of payment, refund and taxation, are set forth in Section 5 hereof). An individual who makes the payment declares, certifies, and guarantees that they have reached the age of 18.

- 1.3. Subject and Price of the Service.** The Service price is indicated on the Website and set in US dollars at the time of purchase. The Service price does not include sales taxes. If applicable, a relevant state or local tax will be added to the purchase amount and charged by the Company in accordance with the law. Access to the Test is provided through a web application and allows only one Child specified by their Parent to take the Test at a time. Cases when the Test may be retaken are detailed in the [User Agreement](#).

2 TERMS OF PAYMENT AND SERVICE PROVISION

- 2.1. Acceptable Payment Methods.** The Service is paid for online through a third-party payment service provider—the Stripe platform. All transactions via bank cards and other payment methods are processed according to Stripe's rules and policies. By making a payment, you agree to comply with Stripe's terms of service and other payment system requirements. All financial transactions (including refunds) are carried out in accordance with Stripe's rules and the requirements of partner banks. Payments via cash, checks, or other offline methods may not be made. All fees are charged in US dollars, unless otherwise specified.
- 2.2. Lump-Sum Charge.** When making a payment, you certify that you are authorized to use the selected payment method and allow the Company or its payment service provider to charge from your account a **lump sum equal to the price of a selected Test** (including applicable taxes and charges; when charged, they shall be paid according to Section 4 "Taxes"). **There are no recurrent or automatic charges** except when you make another purchase. Thus, payment for the Service does not imply any future automatic payment, which complies with the requirements of the FTC's Negative Option Rule.
- 2.3. Payment Confirmation and Execution.** After a relevant amount has been successfully charged, you will receive an electronic confirmation of the payment (on the screen and/or by email). After paying for the Test, you will have the opportunity to sign up and take the Test, as the Company begins fulfilling its obligations immediately after the payment has been confirmed. Exceptions are cases when access to Testing is postponed in advance to a later date by agreement, e.g., when a Gift Certificate is redeemed (for more information, please see Section 5). When a Gift Certificate is purchased, the Company sends the buyer the Gift Certificate containing a unique code that may be redeemed and used to sign in and take the Test.

If a payment has not been executed (has been rejected by the bank or the payment system, or interrupted at a buyer's initiative), the Service agreement shall not be deemed concluded, and the Service shall not be provided.

- 2.4. Non-Refundability of the Service.** As a general rule, the Service is non-refundable. After the start of Testing, no refund is possible except in the cases described in Section 6 of this Payment Policy.

3 PAYMENT DATA PROCESSING AND SECURITY

- 3.1. Payment Security.** The Company highly prioritizes data security when payments are being made. All payment data (card number, account details, etc.) are processed through accredited third-party payment service providers that **comply with the Payment Card Industry Data Security Standard (PCI DSS)**. This means that your bank card details are transmitted and stored using encryption and other security measures adopted worldwide to prevent fraud and unauthorized access. The Company does not retain your full bank card number and other sensitive payment data on its servers beyond the required parameters (e.g., last digits of the card to identify a payment); all confidential information is processed in a secure payment processing environment.
- 3.2. Personal Data and Privacy.** Personal data are processed according to the [Company's Privacy Policy](#) and applicable data protection laws.
- 3.3. Fraud Prevention.** In order to protect Users and the Company from fraudulent transactions, the Company and its payment service partners may verify payments. Such verification may include requesting additional checks of a payer's identity, restricting the use of certain payment methods in case of suspicious activity, or suspending the Service provision until the verification is completed. All verification activities comply with applicable legal requirements on preventing money laundering and fraud, and are aimed at maintaining the security of financial transactions.

4 TAXES

- 4.1. Tax Liability.** The Service price is indicated on the Website and **does not include taxes**, unless explicitly stated otherwise. You acknowledge and agree that you are responsible for paying all applicable taxes, charges, and duties associated with the Service purchase, in accordance with legal requirements effective in your jurisdiction. When processing a payment, the Company will calculate and display a specific amount of such taxes (e.g., a sales tax or similar taxes on digital services) if the Company is obliged to collect and transfer those.

- 4.2. Tax Collection by the Company.** The Company is registered and operates in Delaware, USA. Delaware does not charge a sales tax on services provided, but local taxes may apply when services are sold to consumers in other U.S. states. The Company will collect taxes from a buyer **only if and to the extent required by law** (e.g., a sales tax from buyers in certain U.S. states). Such taxes, if applicable, will be automatically added to the purchase amount upon payment and transferred by the Company to appropriate tax authorities.
- 4.3. No Double Taxation.** If the Company does not charge any tax upon payment, this means that, based on the Company's assessment, it does not have any tax liability specifically on this payment. However, in some cases, a buyer may be responsible for calculating and paying a relevant tax on their own (e.g. a use tax in a state where no sales tax is charged). If necessary, a buyer undertakes to comply with their local legislation that regulates taxes on services consumption.

5 GIFT CERTIFICATES

- 5.1. General Provisions.** This section regulates the procedure for purchasing and redeeming Gifts Certificates, including the rules of payment, refund, and taxation. The price of a Gift Certificate is indicated on the Website and set in US dollars at the time of purchase.

A Gift Certificate may be purchased by any adult and may only be redeemed by a Parent who accepts the terms and conditions of this Payment Policy and the [User Agreement](#) on behalf of their Child.

It is impossible to use a Gift Certificate to Test a Child after they reach the age of 17.

- 5.2. Gift Certificate Redemption.** A Gift Certificate is redeemed solely by a Child's Parent on the Website by entering a unique Gift Certificate code in the Parent's Account. After the successful redemption of the Gift Certificate, the Child is given the opportunity to take the Test chosen by the Parent.
- 5.3. Validity Period and Limitations of Use.** The overall validity period of a Gift Certificate is five (5) years from the date of purchase, unless otherwise is provided for by the mandatory legislation of a particular state (see clause 5.4 of this section). Upon expiration of the specified validity period, the Gift Certificate expires without a possibility of renewal, except in cases provided for by state law.

A Gift Certificate cannot be exchanged for cash, except in cases expressly provided for by applicable laws of a particular state. A Gift Certificate is redeemed only once for taking one Test by one Child and may not be used in part. It is not allowed to transfer a redeemed Gift Certificate to another person.

No fees for servicing, inaction, or retention of a Gift Certificate are charged by the Company during the certificate's entire validity period.

5.4. Specifics of Using Gift Certificates in Certain U.S. States. The following provisions apply if state laws regulating the purchase of a Gift Certificate provide for special terms and conditions that differ from the general provisions of this Payment Policy (Section 5):

- **California and Connecticut:**

A Gift Certificate validity period is unlimited and indefinite.

- **New York:**

A Gift Certificate is valid for nine (9) years from the date of purchase.

- **Massachusetts:**

A Gift Certificate is valid for seven (7) years from the date of purchase.

- **Delaware:**

After five (5) years from the date of purchase, unredeemed Gift Certificates are considered unclaimed and must be transferred to the state according to Delaware's unclaimed property laws and regulations.

5.5. Gift Certificate Refunds. Only a Gift Certificate Buyer is eligible for a refund. A Parent who received a Gift Certificate from a Gift Certificate Buyer is not eligible for a refund.

A Gift Certificate Buyer is entitled to a refund within thirty (30) calendar days from the date of purchase, provided that the Gift Certificate has not been redeemed by anyone during this time. A Gift Certificate refund is requested and the request is reviewed according to the procedure set forth in clause 6.5 hereof.

No refund is allowed after a Gift Certificate has been redeemed, except as provided herein. After a refund on a Gift Certificate has been made, the Gift Certificate is annulled and can no longer be redeemed.

5.6. Loss, Theft, and Unauthorized Use. The Company bears no responsibility for any loss, theft, or unauthorized use of a Gift Certificate by third parties. Lost or stolen Gift Certificates shall not be recovered. An exception is allowed in the case of proven fraudulent use of a Gift Certificate, if the Company has been notified in a timely manner before the Gift Certificate is redeemed.

6 REFUNDS

- 6.1. General Rules for Refunds.** Within thirty (30) calendar days following the date of paying for the Service, but before Testing begins, a person who paid for the Service has the right to refuse it and request a refund. After the start of Testing (i.e. after the first test task has been displayed or voiced) or after 30 calendar days from the date of the Service purchase (whichever comes first), the money paid for the Service shall not be refunded.

Expiration of the refund period or unavailability of a refund according to the refund rules does not deprive you of the right to use the Service in accordance with the established procedure, provided that provisions of this Payment Policy, the [Privacy Policy](#), and the [User Agreement](#) are complied with.

- 6.2. Refund Restrictions.** Payments are not refunded in cases not provided for by the above provisions. In particular, a lack of satisfaction with the Test Results, disagreement with the conclusions provided after the Test, or other subjective reasons shall not be a ground for a refund after the Test has been started or completed. Also, any taxes or charges paid by the Company to the budget due to the transaction are non-refundable (except in cases where a relevant tax is refundable by law, and where the Company shall make commercially reasonable efforts to refund the amounts paid). Repeated refund requests for the same reason, refusal to submit relevant supporting information, or attempts to abuse the Company's flexibility in refund matters may result in a refusal to satisfy such requests. The Company strives to be conscientious and loyal towards Users, however, it is obliged to prevent fraudulent actions and unreasonable requests.

If we terminate the Service provision due to your violation of this Payment Policy or our [User Agreement](#), you will not be eligible for any refund.

If a Parent withdraws their consent to processing of their Child's Personal Information or requests deletion of the Child's Personal Information already collected, we will stop providing the Service. The money paid for the Service will not be refunded and the Test Results will not be delivered if such a withdrawal or deletion has taken place:

- more than thirty (30) calendar days after the date of the Service purchase, but before the start of a Child's Testing, or
- after the start of Testing and before the end of the Service provision (delivery of a certificate with the Test Results).

6.3. Exceptions Where Payments May Be Refunded After the Test Beginning. In exceptional cases, the Company may consider a possibility of refunding a payment after the Test beginning, based on a written request from a User explaining the reason for requesting a refund, if the Company considers the reason to be valid. In such cases, every refund request is reviewed by the Company individually.

In exceptional cases, a refund decision is made at the Company's discretion, based on the good faith of a User's request, the completeness of the grounds provided, and specific circumstances. If a positive refund decision is made after the start of Testing, the Service shall be terminated, and the Test Results shall not be delivered.

The Company reserves the right to terminate the Service provision at any time and issue a refund to the individual who paid for the Service. The Company makes a refund to a Parent who paid for the Test or to a Gift Certificate Buyer if the Test Results cannot be generated and delivered even after the Test is retaken (for more details, please see Section 16 of the [User Agreement](#)).

In exceptional cases, the Company may consider issuing a refund after the Test begins. Such cases may include:

- (a) erroneous or repeated payment for the Service (double billing, etc.);
- (b) extraordinary circumstances beyond a User's control that objectively make it impossible to retake the Test (e.g., a Child's severe illness, force majeure events, etc.);
- (c) other circumstances that the Company considers to be valid based on a User's good-faith written request.

If a positive refund decision is made after the start of Testing, access to Testing shall be terminated, and the Test Results may be withheld.

6.4. Moment When the Service is Deemed Fully Provided. The Company's obligations to provide the online Testing Service shall be deemed fully executed as of the moment the Test Results are sent to a Parent's email address specified upon their Account creation. From this moment on, the Service is considered to have been provided in full, and no further refund requests shall be accepted.

6.5. Procedure for Refund Request and Review. To get a refund, you need to contact the Company's support service with a corresponding request. The request should be sent via email info@echig.com and must specify:

- a User's full name and contact details;
- payment data (payment date, order or transaction details);
- Service category (direct purchase of a Test or a Gift Certificate), and

- grounds for the refund.

The Company may request additional information or supporting documents from the User (e.g., a payment receipt) to verify their right to get a refund.

After receiving a refund request, the Company reviews it for compliance with the terms and conditions of this Payment Policy. The refund decision is made by the Company within no more than fourteen (14) days after all necessary data have been received. The Company will send a notice of the result of reviewing the refund request via email.

If the refund request is approved and deemed eligible, the Company will make the refund via the original payment method used upon payment. Refunds are executed through the Stripe platform back to the bank card or other payment instrument from where the payment was originally made. The deadline for money to be credited to the account from which the payment was made depends on the payment system operation and banking procedures.

7 CONSUMER RIGHTS

- 7.1. Preservation of Consumer Rights.** This Payment Policy does not exclude or limit the rights you may have as a consumer under applicable consumer protection laws. In particular, if a law provides for a mandatory right to refuse or return a service, which cannot be limited by a contract, such legal provisions take precedence over the Payment Policy provisions. We endeavour to provide complete and reliable information about the Service essence and the terms of payment so that a User can make an informed purchase decision, as well as to ensure compliance with laws and regulations on unfair commercial practices.
- 7.2. No Cheating or Hidden Conditions.** The Company adheres to transparency principles established in the laws of the State of Delaware and at the federal level, and does not use false promises or hidden conditions when selling the Service. This open approach ensures compliance with the **Delaware Consumer Fraud Act** and similar regulations prohibiting false and concealed information when selling goods and services.
- 7.3. Standards Compliance Policy.** The Company voluntarily adheres to the best industry standards for consumer protection. This means that even in cases where the law does not explicitly oblige us to provide certain guarantees or benefits, we can provide them based on the principles of goodwill and customer centricity. For instance, the 30-day period for refunds before the start of Testing as set out herein exceeds minimum requirements in many jurisdictions and demonstrates the Company's intention to build trusting relationships with Users.

8 MISCELLANEOUS

- 8.1. Modification Procedure.** The Company reserves the right to review and update provisions of this Payment Policy from time to time. Modifications may be made, e.g., if applicable legislation is amended, new functions of the Service are introduced, the Company's business processes are changed, or for other legitimate reasons. An updated version of the Payment Policy comes into force as of the effective date indicated at the top herein, or from another date explicitly specified by the Company.
- 8.2. Notification and Consent.** If substantial modifications are made hereto (e.g., changes to the refund rules), the Company will make reasonable efforts to notify Users of such modifications. The notification may be made via a public announcement on the Website, a newsletter sent to the email address linked to a User's Account, or in any other appropriate way. Continued provision of the Service or a lack of a request for refunding a payment made before the Test beginning and after the effective date of modifications hereto shall be deemed a User's consent to the updated Payment Policy. If you disagree with any modifications, you have the right to refuse the Service. However, if the modifications significantly affect your rights and take effect after the payment has already been made, and you report your disagreement before Testing begins, the Company may, at its own discretion, either offer you services under the same conditions until the current order is completed or refund the payment made.
- 8.3. Supplementary Provisions.** The Company may offer Users new services, promotions, or opportunities associated with the Service, which will be subject to supplementary provisions. In the event of a conflict between such supplementary provisions and this Payment Policy, the supplementary provisions will prevail in the part related to the conflict if they are explicitly referred to as special. It is recommended to regularly review the current version of the Payment Policy on the Website. Every document has the effective date of its latest update, allowing you to track modifications.
- 8.4. Communication with the Company.** If you have any questions, comments, or complaints regarding this Payment Policy or payments / refunds within the Service scope, you may email the Company at info@echig.com. The Company will review your inquiry within a reasonable time frame and give you relevant feedback.