

RETURN AND REFUND POLICY

(also referred to as the Refund and Non-Conformity Resolution Policy)

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SUMMARY

You have a 14-day right of withdrawal, with no need to justify your decision.

- **Unused credits** — refunded in full, at any time. VERGO grants this right **beyond the 14 days as well, for an indefinite period**, which is more favourable than the statutory minimum.
- **Subscriptions** — withdrawal within 14 days of subscribing.
- **Reports already generated** — the right of withdrawal is lost only once the report has been generated in full, and only if you expressly requested, via a separate checkbox, the immediate start of performance. This is the exception provided by law for digital content delivered immediately. If you do not tick the box, the report is not generated and the right remains intact.
- **Non-conforming service** — you separately and additionally have the right to free remediation, a price reduction or a refund, irrespective of the 14-day period.

Refund period: maximum 14 days from notification, using the same payment method, at no cost to you.

There are no return costs. The service is digital; there are no goods to return, no shipping and no fees.

0. Three distinct mechanisms

Mechanism	When it applies	What you get
A. The right of withdrawal (individual consumers)	14 days from purchase, no justification needed	reimbursement of amounts, within the limits of Section 3
B. The conformity guarantee (mandatory for consumers)	at any time, if the Service does not work as described	free remediation, price reduction or refund
C. The commercial refund policy (all customers)	at any time, for unused credits	refund of unused credits

Nothing in this policy limits the mandatory rights under points A and B.

Why there is no "return policy": VERGO does not deliver physical goods, but a digital service. The concept of returns does not apply.

1. Scope

Applies to purchases of prepaid credit packs, subscription purchases, and analyses launched through the consumption of credits, regardless of the customer's country of residence or establishment.

SECTION A — THE RIGHT OF WITHDRAWAL (INDIVIDUAL CONSUMERS)

2. The rule

2.1. As an individual consumer, you have the right to withdraw from the distance contract within **14 calendar days**, without justification and without penalties. This right derives from Directive 2011/83/EU, transposed in Romania by Government Emergency Ordinance no. 34/2014 (O.U.G. 34/2014) and, in your state of residence, by the corresponding national legislation.

2.2. More favourable protection. If the law of your habitual state of residence provides for a longer period or more favourable conditions, **those apply**, pursuant to art. 6 of Regulation (EC) No 593/2008.

2.3. The right **does not apply to legal entities**.

2.4. The period runs from the date the contract is concluded.

3. How it applies in practice

3.1. Purchasing credits

Constitutes the creation of a **prepaid balance**, not the delivery of digital content. Consequently:

- the right of withdrawal is exercised **in full** with respect to unused credits;
- you are **not asked** to waive the right of withdrawal when purchasing credits;
- VERGO grants you this right **beyond the 14 days as well, for an indefinite period** (Section C).

3.2. Generating a report

Constitutes the actual supply of digital content not delivered on a tangible medium. **At the launch of each analysis** (not at the purchase of credits) you are asked to separately tick:

"I expressly request the immediate start of performance of the service and confirm that I am aware that I will lose my right of withdrawal once the report has been generated in full." (original Romanian: „Solicit expres începerea imediată a prestării serviciului și confirm că am luat cunoștință de faptul că îmi voi pierde dreptul de retragere odată ce raportul a fost generat integral.")

Without this confirmation, the analysis cannot be launched by a consumer. **Effect:** once the report has been generated in full, you can no longer withdraw with respect to that report, and credits consumed are not refunded for a simple change of mind. The rights under Section B remain unaffected.

3.3. Analyses with human validation, not yet started

If the operator has not started the work, you may withdraw, and the blocked credits are released back into your balance in full.

3.4. Subscriptions

Withdrawal within 14 days of subscribing. If you expressly requested the immediate start, VERGO may retain the proportional value of the services actually performed.

4. Exercising the right

4.1. An unequivocal statement to office@vergo.ro, in **Romanian or English**, by any means allowing proof. You may use the model form in Annex 1 to the Terms; its use is not mandatory.

4.2. We confirm receipt without delay, on a durable medium.

4.3. We refund within no more than **14 days** of notification, using **the same payment method**, at no cost to you.

4.4. Currency. The refund is made in the currency in which the payment was received. Any exchange-rate differences or fees applied by your issuing bank are not controlled by VERGO.

SECTION B — NON-CONFORMING SERVICE. REMEDIES

5. Non-conformity

5.1. VERGO is liable for any non-conformity of the digital Service, pursuant to Directive (EU) 2019/770, transposed in Romania by Government Emergency Ordinance no. 141/2021 (O.U.G. 141/2021) and, in your state of residence, by the corresponding national legislation. These rights are **mandatory** and cannot be limited contractually.

5.2. Non-conformity includes, by way of example:

- credits were consumed but the report was not generated or cannot be downloaded;
- the report is incomplete relative to the invoiced criteria;
- processing errors attributable to the Platform (for example, the analysis of a parcel other than the one requested);
- an expressly described feature does not work;
- the analysis with human validation was not delivered within the displayed timeframe.

5.3. The following do NOT constitute non-conformity:

- a divergence between the indicative conclusions and the actual condition of the land, where it results from the limitations of the data sources described in the [Methodological Note](#);

- dissatisfaction with the score obtained;
- a subsequent change in the legal, technical or administrative status of the land;
- **inaccuracy, expiry or lack of authenticity of the documents you provided** for identifying the land;
- unavailability of a data layer caused by the withdrawal or modification of the external source, flagged as such in the report.

6. Remedies

6.1. First — bringing into conformity. We regenerate the report free of charge or remedy the problem within a reasonable time, without significant inconvenience and at no cost.

6.2. If remediation is not possible, fails, or is refused, you may request: (a) a **proportional price reduction** — crediting the account with part of the credits consumed; or (b) **termination of the contract** with respect to the non-conforming performance and **reimbursement** of the corresponding amount, in money, within 14 days.

6.3. Termination cannot be refused on the ground that the non-conformity is minor, except as provided by law.

6.4. How to report: at office@vergo.ro, indicating the report identifier and a description of the problem. We respond within no more than **5 business days** with a solution or a remediation timeframe.

6.5. For legal-entity clients, the same remedies apply, excluding consumer protection legislation and within the limits of the limitation-of-liability clause.

SECTION C — COMMERCIAL REFUND POLICY

7. Credits do not expire

They remain available for an indefinite period, until used, refunded, or the account is closed.

8. Refund of unused credits

8.1. Unused credits may be refunded at any time, upon simple request, regardless of the customer's status, state, or the time elapsed since purchase.

8.2. Credits consumed for a completed analysis are not refunded for a simple change of mind. This rule **does not apply** if the service was non-conforming — in which case Section B applies.

8.3. The refund is made **at the price actually paid** for those credits at the time of purchase, and not at a different current price. The FIFO rule applies: credits from the oldest purchase still available are refunded first, unless you request otherwise.

8.4. The refund is made **to the same payment method** used for the purchase, in the currency of receipt. A refund to a different account or card is possible only if the original instrument is no longer valid, on the basis of supporting documents.

8.5. Once a refund has been made, **the invoice is reversed by a credit note** proportionally to the refunded amount. The credit note is transmitted, where required by law, via RO e-Factura, and is communicated to you.

8.6. Timeframe: the request is resolved within no more than **10 business days**; the amount is credited by the payment processor within the timeframe specific to the instrument (typically an additional 3-10 business days).

8.7. Loyalty credits are granted without separate consideration; their refund value, under the rule in 8.3, is **0**. They remain usable in the account until consumed or until the account is closed.

9. Subscriptions

9.1. They renew automatically until cancelled.

9.2. Cancellation may be made **at any time, directly from the account**, through a function at least as accessible as the subscription function, and takes effect at the end of the current billing period.

9.3. The value of the period already paid for is not refunded upon voluntary cancellation. By way of exception, a proportional refund is made in case of: withdrawal within 14 days (Section A); termination for non-conformity (Section B); termination initiated by VERGO for reasons not attributable to the customer.

9.4. Loyalty credits already granted remain in the account, pursuant to art. 8.7.

9.5. Termination for non-payment. If the renewal payment fails three times in a row, the subscription terminates, under the conditions of art. 9.5-9.8 of the Terms. No additional amount is owed for the unpaid period, and the credits in the balance — including loyalty credits — remain in the account, subject to the rules of Section C.

9.6. Termination for non-payment does not constitute termination initiated by VERGO for reasons not attributable to the customer within the meaning of art. 9.3; the last period actually paid for is not refunded proportionally.

10. Account closure

Unused credits are refunded automatically, with no separate request, except where the account is closed for a serious breach attributable to the User.

11. How to request a refund

Channel: office@vergo.ro. **Language:** Romanian or English. **Information required:** account identifier, order number, number of credits. **Response time:** maximum 10 business days.

12. Payment disputes (chargebacks)

12.1. If you believe a charge is incorrect, contact us **before** opening a dispute with your issuing bank — most situations are resolved directly, and faster.

12.2. A dispute opened with the bank is resolved under the rules of the processor and the payment network, separately from this policy. Evidence of consent (acceptance of the Terms, the confirmation given at the launch of the analysis, date, time, IP address, document version) is retained and used exclusively for this purpose and for the defence of a legal claim in court.

12.3. Opening an unfounded dispute, followed by continued use of the Service, may result in suspension of the account until the matter is clarified.

13. Complaints and alternative dispute resolution

13.1. Complaints are sent to office@vergo.ro, in Romanian or English. We respond within no more than 30 days. The full procedure, channels and timeframes for each type of complaint are described in the **Complaint Resolution Policy**, at vergo.ro/legal/complaints.

13.2. Consumers in Romania: you may contact the National Authority for Consumer Protection (ANPC), including through the integrated electronic platform **reclamatiisal.anpc.ro**.

13.3. Consumers in other Member States: you may contact the competent alternative dispute resolution body in your state, as well as the **European Consumer Centres Network (ECC-Net)**, which provides free assistance in cross-border disputes.

The European ODR platform was discontinued by Regulation (EU) 2024/3228. Any reference to it is no longer valid.