

RETURNS AND REFUNDS POLICY

1. Purpose

This Returns and Refunds Policy governs the conditions applicable to requests for returns, refunds, cancellations or reviews of payments made by users on the platform operated by **DriveX Studios SL**.

DriveX Studios SL provides access to adult digital content and related digital services. Access to such content and services is restricted to persons aged 18 and over and is subject to compliance with the terms of use, the platform's policies and applicable regulations.

2. Digital nature of the service

The services offered by DriveX Studios SL consist of access to digital content and/or digital services provided online.

The user acknowledges that, due to the nature of the service, the digital content may be considered to have been supplied, performed or consumed from the moment access is granted, viewing begins, downloading is enabled, the account is activated, the content is unlocked or the contracted service is made available to the user.

3. Right of withdrawal and loss of the right to a refund

Where Spanish consumer and user legislation applies, the user shall be entitled to the rights recognised by current legislation.

However, in the case of digital content not supplied on a tangible medium, the user accepts that the supply of the digital content or service may commence immediately following confirmation of payment.

Where the user has given their express consent to the immediate commencement of the supply of the digital content or service and has acknowledged that they thereby forfeit their right of withdrawal, no refund shall be made once access to the content or service has been granted, commenced, unlocked or made available to the user, except in cases expressly provided for by law or in this policy.

4. General No-Refund Policy

Unless otherwise provided by law, DriveX Studios SL shall not be obliged to refund payments for digital content or services where:

- access to the content has been granted;
- the content has been viewed, initiated, unlocked, downloaded or made available to the user;
- the digital service has begun to be provided;
- the user has used the service in whole or in part;
- the user has breached the platform's terms of use;

- the user has attempted to circumvent age, identity, payment or access controls;
- the account has been suspended or restricted due to a breach of DriveX Studios SL's policies; or
- the user requests a refund due to a change of mind, lack of use, subjective dissatisfaction with the content, or an error not attributable to DriveX Studios SL.

5. Circumstances in which a refund may be considered

DriveX Studios SL may review and, where appropriate, approve a refund request where any of the following circumstances apply:

- duplicate charge due to an error;
- a technical error attributable to DriveX Studios SL that substantially prevents access to the contracted content or service;
- verified failure to activate access following confirmation of payment;
- unauthorised charge, subject to verification;
- cancellation or inability to provide the service for reasons attributable to DriveX Studios SL;
- legal obligation to refund; or
- any other circumstance that DriveX Studios SL deems justified following an individual review of the case.

The existence of a technical issue will not automatically give rise to a refund if DriveX Studios SL is able to rectify the issue, restore access or provide the user with a reasonable solution within a reasonable timeframe.

6. Time limit and method of application

Refund requests must be submitted within a maximum of seven [7] calendar days from the date of the transaction, unless applicable legislation establishes a different or mandatory time limit.

The request must include, at a minimum:

- user identification;
- the email address associated with the account;
- the approximate date and time of the transaction;
- amount paid;
- payment method used;
- detailed description of the reason for the request;
- supporting documents or screenshots, where applicable; and

- any other information reasonably requested by DriveX Studios SL to assess the request.

DriveX Studios SL reserves the right to reject requests that are incomplete, insufficiently substantiated, submitted after the deadline, or which do not allow the corresponding transaction to be verified.

7. Verification and individual review

Each refund request will be reviewed individually by DriveX Studios SL.

During the review process, DriveX Studios SL may analyse:

- access logs;
- viewing history or use of the service;
- content activation status;
- transaction data;
- recorded technical incidents;
- user communications;
- indications of fraud or abuse;
- information provided by payment service providers;
- previous chargebacks, disputes or claims; and
- any other data necessary to assess the request.

DriveX Studios SL may require additional verification of identity, account ownership or payment method ownership where necessary to prevent fraud, unauthorised use, abuse of refunds or breaches of applicable regulations.

8. Prevention of fraud, abuse and chargebacks

DriveX Studios SL reserves the right to reject refund requests that show signs of fraud, abuse, bad faith, manipulation, unauthorised use of the payment method, improper access, breach of the terms of use or attempts to circumvent the platform's policies.

Signs of possible fraud or abuse shall include, but are not limited to:

- repeated refund requests after accessing the content;
- intensive use of the service followed by a refund request;
- multiple accounts associated with the same user, device, IP address or payment method;
- repeated chargebacks;

- discrepancies between account details and payment details;
- use of third-party identity or payment details without authorisation;
- attempting to access content whilst underage;
- use of VPNs, proxies or other mechanisms to conceal jurisdiction or circumvent controls; or
- any conduct incompatible with legitimate use of the platform.

DriveX Studios SL may suspend, restrict or cancel accounts associated with fraud, abuse of refunds, improper chargebacks or breaches of the applicable terms and conditions.

9. Refund Method

When DriveX Studios SL approves a refund, it will be processed, where possible, using the same payment method used for the original transaction.

The actual time taken to receive the refund may depend on the relevant payment service provider, bank, card issuer, card network or payment operator.

DriveX Studios SL shall not be liable for delays attributable to third parties involved in the processing of the payment or refund.

10. Payments, payment service providers and transaction review

DriveX Studios SL receives online payments from users via authorised payment service providers.

DriveX Studios SL may review, suspend, block, reverse, refund or restrict a transaction where necessary to:

- comply with applicable regulations;
- prevent fraud or unauthorised use;
- investigate chargebacks or disputes;
- comply with requests from payment service providers;
- comply with the requirements of acquiring banks or card networks;
- prevent minors from accessing adult content;
- investigate breaches of the terms of use;
- protect the security and integrity of the platform; or
- comply with legal, regulatory or contractual obligations.

11. Adult content and restricted access to adults

As DriveX Studios SL provides access to digital adult content, the user represents and warrants that they are over 18 years of age and have the legal capacity to enter into contracts and access the platform's content.

No refund shall be granted where the user has provided false information, attempted to circumvent age or identity checks, used a third party's account or payment method without authorisation, or breached the conditions of access to adult content.

The foregoing is without prejudice to any measures that DriveX Studios SL may take to restrict access, suspend the account, retain evidence or cooperate with the competent authorities where necessary or legally required.

12. Regulatory Compliance

This policy shall be interpreted and applied in accordance with applicable Spanish and European legislation, including, where applicable:

- Royal Legislative Decree 1/2007, approving the consolidated text of the General Law for the Protection of Consumers and Users;
- Spanish legislation on information society services and e-commerce;
- Spanish and European data protection regulations;
- the regulations applicable to electronic payments, fraud prevention and chargebacks;
- the rules of payment service providers, acquiring entities and card networks; and
- the terms of use, content policies, age and identity policies and other internal policies of DriveX Studios SL.

In the event of any conflict between this policy and a mandatory applicable regulation, the relevant mandatory regulation shall prevail.

13. Changes to the policy

DriveX Studios SL may amend this Returns and Refunds Policy at any time to adapt it to legal, regulatory, technical, operational or commercial changes, or changes arising from the requirements of payment service providers.

The applicable version shall be that published on the platform at the time of the transaction, unless a mandatory provision provides otherwise.