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COPANYON REFUND AND PAYMENT POLICY

Your purchase of and payment for sessions shall be regulated by this Refund and Payment Policy.

PLEASE READ IT CAREFULLY BEFORE MAKING A PAYMENT, AS IT DETERMINES YOUR RIGHTS WITH REGARD TO YOUR PURCHASES, INCLUDING ESSENTIAL RESTRICTIONS AND EXCLUSIONS.

Copanyon strives to ensure a clear understanding of financial relations between Patrons and Hosts with respect to the services we provide. This policy applies to all services and features made available through the Website and any related Copanyon mobile device application (collectively, the “Copanyon Platform”). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in [Copanyon Terms of Service](#).

Host-Patron Transactions

Copanyon facilitates connections and contractual engagements between Users, specifically Patrons and Hosts, by providing a platform through which Hosting services may be requested, delivered, and compensated (a “Session”). Copanyon acts solely as a technology provider and is not a party to any contract or agreement entered into between Patrons and Hosts or other Users.

Copanyon is not responsible for the provision, quality, or outcome of any services or materials offered by a Host, nor does it have any obligation to monitor or oversee transactions or communications between Users conducted through the Copanyon Platform.

Copanyon expressly disclaims any responsibility or liability for any interactions or transactions that occur outside the Copanyon Platform, even if initiated through the Platform.

Billing Currency and Foreign Exchange Risk

Copanyon uses Stripe and Stripe Connect as its payment and payout processor for all transactions conducted on the Platform. Payment transactions will be processed in one of the supported currencies displayed at checkout, currently including U.S. Dollars (USD), Euros (EUR), and British Pounds (GBP).

For convenience, prices may also be displayed in your local currency, even if that currency is not supported for processing. In such cases, transactions will be processed in USD, and the displayed local currency amount is for informational purposes only and may not reflect the final amount charged.

Please note that if your selected currency is either not USD, EUR, or GBP, or is different from your payment method’s billing currency, your payment may be processed outside your country of residence. This may result in additional fees, such as international transaction charges or foreign exchange fees, and may cause discrepancies between the checkout amount and the amount reflected on your bank or card statement.

Copanyon is not responsible for any such charges or currency conversion differences, and expressly disclaims all liability in this regard.

If you have any questions about fees or exchange rates, we recommend that you contact your bank, financial institution or credit card provider directly.

Fees and Taxes

Copanyon charges service fees to both Patrons and Hosts for the use of the Copanyon Platform and its related services. These service fees are subject to applicable taxes, which may include Value Added Tax (VAT), Goods and Services Tax (GST), or other similar taxes, depending on the User's jurisdiction.

The amount of tax applied is calculated based on the total service fees payable by the User and is determined according to local tax laws and regulations. All applicable service fees and taxes (if any) are disclosed in advance—to Hosts in the “My Profile – Pricing” section of their account, and to Patrons prior to confirming any purchase or booking.

Copanyon reserves the right to modify its service fees at any time, including in connection with new products, services, or promotional offers. Users will be notified in advance of any fee changes before they take effect.

Except as otherwise provided on the Copanyon Platform, service fees and any applicable taxes are non-refundable.

Credit Purchases and Fee Structure.

Users of the Copanyon Platform may purchase credits for use in scheduling and participating in Sessions with Hosts. Credits are valued at a rate of \$1.00 USD per 1 credit. Copanyon applies a 5% service fee on each credit purchase transaction, which is added to the total amount paid by the User at the time of purchase (“Credit Purchase Fees”). For example, if a User purchases \$20.00 of credits, they will be charged \$21.00 at the time of purchase, which includes the \$1.00 Credit Purchase Fee.

A User becomes a Patron upon scheduling a Session with a Host. When a Session is confirmed, the corresponding number of credits will be deducted from the Patron's account as advance payment for the scheduled Session, based on the session pricing rate set by the Host (the “Session Rate”).

Upon completion of the Session and Copanyon's verification that the Session was held as scheduled or is confirmed by the Patron and/or Host, the associated credits will be transferred to the Host's account and displayed therein as the Host's earnings.

Hosts may withdraw their available earnings in the form of a Payout at any time, provided that such Payout is at least \$20.00 USD, subject to a 10% Payout Fee (“Payout Fee” or “Copanyon Host Fee”), which is deducted from the amount that is requested to be withdrawn. For example, if a Host withdraws \$100 worth of credits (i.e. 100 credits), the Host will receive \$90.00 from Copanyon, less the Merchant Processor Fee (defined below).

The Credit Purchase Fees are inclusive of any payment processing fees charged by Copanyon's contracted merchant vendor, such as Stripe or Stripe Connect (“Merchant Processor Fee”).

Each User, who is seeking a Payout of their monies earned via the Copanyon Platform, will be required to pay the Payout Fee *and* the Merchant Processor Fee that is applied to such transaction, which will be deducted from the total payout amount.

Each User, whether acting as a Host or Patron, is solely responsible for any fees, charges, or costs imposed by their own financial institutions. This may include, but is not limited to, banking fees, credit card surcharges, international transaction fees, currency conversion charges, and any other costs associated with the method of payment or withdrawal selected by the User.

Credit Purchase Fees

Copanyon charges Patrons the Credit Purchase Fee at the time of checkout. The Credit Purchase Fee is applied to each purchase of Credits made on the Copanyon Platform and will be displayed at checkout. The Credit Purchase Fees are equal to 5% of the cost of the purchased credits.

Payout Fees

Copanyon charges Hosts a service fee for the use of the Copanyon Platform (“Payout Fees” or “Copanyon Host Fees”). Copanyon Host Fees are charged to each session conducted by the Host at the rate indicated on the Copanyon Platform and in this Refund and Payment Policy. Presently, Copanyon’s Host Fees are equal to 10 percent.

Adding Extra Credits

If your account balance has been depleted and you wish to schedule additional Sessions, you must first purchase a sufficient number of credits to meet the Host’s applicable Session Rate.

Refunds for unused credits are available upon request within 90 days of purchase. Please note that Copanyon is not responsible for any fees imposed by banks or third-party payment processors and will not reimburse such fees in the event of a refund.

Session Duration and Extensions

All Sessions scheduled through the Copanyon Platform are subject to standard time allocations that include a brief intermission period for Hosts.

- A Session scheduled as one (1) hour will have an effective duration of fifty (50) minutes.
- A Session scheduled as one-half (½) hour will have an effective duration of twenty-five (25) minutes.

The intermission period allows Hosts to prepare for and transition between Sessions, particularly in instances of back-to-back bookings.

Patrons acknowledge and agree that the Session Rate applies to the full scheduled time slot (e.g., one hour or one-half hour), even though the effective session time with the Host will be slightly shorter as described above.

Patrons and Hosts may mutually agree to extend a Session beyond the originally scheduled time slot (an "Extension Session"), provided that:

- The Patron must have sufficient available credits in their account to book an additional Session at the Host's current Session Rate.
- Extension Sessions shall be billed to the Patron in 10% increments of the Host's current Session Rate. For example, if a Patron and Host wish to extend a 1 hour Session, the Patron may book an extension in 6-minute increments (i.e., 10% of the original Session time), with the corresponding additional credits deducted from the Patron's account. All Session extensions must be booked and confirmed through the Copanyon Platform prior to or during the extended Session time.

Each Host shall be solely responsible for determining whether to extend a Session with a Patron. If a Host permits an Extension Session with a Patron who does not have sufficient credits to cover the applicable fees, the Host assumes all risk of nonpayment. Copanyon disclaims any obligation to collect Extension Fees on behalf of any Host. Hosts may elect, in their sole discretion, to discontinue a Session or refuse to extend a Session at any time.

Partial or Incomplete Sessions

If a Patron voluntarily discontinues or exits a Session prior to the scheduled conclusion time, the Patron shall remain responsible for payment of the full Session Fee, and no refund or credit shall be provided for the unused portion of the Session.

If a Host discontinues or terminates a Session early, the Patron shall only be responsible for a pro rata portion of the Session Fee, calculated in 10% increments based on the duration of the completed Session. Any unearned Credits corresponding to the unused portion of the Session shall be refunded to the Patron's account balance.

In cases where a Session is discontinued due to technical issues, connectivity failures, or other circumstances beyond the reasonable control of either the Patron or the Host, Copanyon reserves the right, in its sole discretion, to determine an appropriate adjustment to the Patron's Credits or fees, taking into account the circumstances of the interruption.

All calculations regarding partial Session fees and refunds shall be made solely by Copanyon, and Copanyon's determination shall be final and binding.

Gifts

Patrons may gift one or more Credits to a Host at any time through the Copanyon Platform (each, a "Gift"). Gifts are made voluntarily at the sole discretion of the Patron and are not required in connection with any Session. Gifts do not constitute payment for a Session, do not extend or reserve Session time, and shall not create any obligation on the part of a Host to provide additional services or benefits. Gifts are provided independently of any Session fees or obligations, and shall not be considered partial or advance payment for Hosting services.

Gifts received by Hosts shall be treated as earnings and processed in accordance with Copanyon's standard payout procedures following the conclusion of a Session. Gifts are subject to all applicable Platform Fees, including any Payout Fees or other transaction charges, and may be subject to applicable taxes or reporting obligations under local laws.

All Gifts are final and non-refundable once transmitted, except as otherwise expressly provided in the Terms of Service. Patrons are solely responsible for ensuring they intend to send a Gift before confirming the transaction. Copanyon does not guarantee the satisfaction of any Patron

with respect to a Gift, nor does Copanyon assume any liability for any dissatisfaction relating to a Gift provided by a Patron.

Copanyon reserves the right, in its sole discretion, to restrict, suspend, or revoke a Patron's ability to send Gifts in the event of suspected abuse, fraud, or violation of the Platform's Terms of Service or Code of Conduct.

Credit Return Policy

Session Cancellations

A scheduled Session may be cancelled by either the Host or the Patron without penalty if the cancellation is made at least twelve (12) hours prior to the scheduled Session start time. In such cases, any credits deducted from the Patron's account for the Session will be restored in full to the Patron's credit account balance.

If a cancellation is requested by the Patron less than twelve (12) hours before the scheduled start time, the Session may still be cancelled without penalty upon the express consent of the Host. If the Host agrees to the Patron's request for cancellation, the Patron's credits will be restored accordingly to the Patron's credit account. If the Host declines the Patron's cancellation request, the Patron's credits will be forfeited and treated as payment to the Host, subject to Copanyon's standard Session Fees.

A Host reserves the right to cancel a scheduled Session at any time, for any reason, without incurring any penalty. In the event a Host cancels a Session before its scheduled time, the Patron's credits will be fully refunded to their account.

Confirmed and Unconfirmed Sessions

Copanyon is generally able to verify whether a Session has occurred, in whole or in part, based on activity and data generated through the Copanyon Platform.

However, in certain cases where technical limitations or other issues prevent Copanyon from confirming that a Session has taken place and/or concluded, the Session will be considered unconfirmed. In such instances, Copanyon may seek additional confirmation from both the Patron and the Host before proceeding with the credit transfer or taking any further action.

If a Session remains unconfirmed for a period of thirty (30) days, and no issue or dispute has been reported by either the Patron or the Host, Copanyon will deem the Session as not having occurred. In such cases, the credits initially deducted for the Session will be returned to the Patron's account balance.

Any credits returned under this provision shall be subject to the expiration terms set forth in Copanyon's Terms of Service.

Issue Reporting and Resolution

A User has up to thirty (30) days from the scheduled date of a Session to report any issue related to that Session. If an issue is reported but the matter remains unresolved after thirty (30) days, the Session will be deemed not to have occurred, and the corresponding credits will be restored to the Patron's account balance.

Refunds

Copanyon offers refunds only in limited circumstances and solely at its discretion, subject to the terms set forth below.

General Refund Policy

Refunds are not automatically provided. Users may submit a written request for a refund, which Copanyon will evaluate on a case-by-case basis. All refund decisions are made at the sole discretion of Copanyon and are final.

Refund of Credit Balances

Copanyon generally does not refund Credit Balances. It is up to each User to perform the necessary research concerning the Copanyon Platform and relevant Host(s) before purchasing any Credits or scheduling any Sessions.

In very limited circumstances, Copanyon may consider a User's request for a refund of previously purchased credits. Users may only request a refund of their credit balance by submitting a written request to support@copanyon.com, including all necessary information and details related to the refund request. Copanyon shall endeavor to respond to each refund request within five (5) business days but makes no guarantee that such request will be granted or resolved within that time frame. Copanyon reserves the right, in its sole discretion, to approve or deny any such refund request.

Please note: Copanyon does not refund any portion of the Credit Purchase Fees, including but not limited to any processing or platform service fees associated with the initial credit purchase.

User Responsibility

Prior to purchasing credits, Users are solely responsible for conducting their own due diligence regarding prospective Hosts and other Users on the Copanyon Platform. Copanyon does not guarantee the outcome, quality, or satisfaction of any Session.

Refunds of Payout Fees – Limited Basis Only

In certain exceptional cases, a User may request a refund of Payout Fees previously paid. Such refunds will be considered **only** when the User was unable to participate in a scheduled Session due to:

- A verified system error or malfunction solely attributable to the Copanyon Platform; or
- A technical failure solely attributable to the Copanyon Platform that materially prevented the Session from taking place, excluding failures arising from the User's own internet connection, hardware, or software.

Requests for such refunds must be made in writing within 30 days of the scheduled Session via email to support@copanyon.com, with the subject "Refund Request", and include specific details and any supporting documentation. Copanyon reserves the exclusive right to determine whether the circumstances justify a refund.

No Refunds for Dissatisfaction with Session Content

Copanyon will not issue refunds based on a Patron's dissatisfaction with the quality or substance of a completed Session. This includes, but is not limited to, instances where:

- A Host did not meet the Patron's subjective expectations;
- The Patron did not find the Session useful or engaging; or
- The Patron disputes the value of the interaction after the Session has occurred.

By using the Copanyon Platform and purchasing credits or services, you acknowledge and agree to the terms of this Refund Policy.

Chargebacks

In the event of a chargeback by banks or third-party payment processors in connection with your purchase of any session, you agree that we may suspend access to any and all accounts you have with us.

Fees and expenses incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a third-party payment processor shall be covered by you. Copanyon reserves all rights to seek recovery of unpaid amounts, including through third-party collections or legal action, as permitted by law.

Expired Account

If you haven't logged into your Copanyon account for more than 180 days, your account will be suspended and your remaining credit balance will expire. If you believe that your account has expired in error, you may contact Copanyon by emailing support@copanyon.com with "Reinstate Expired Account" in the subject line. Please include any relevant details supporting your request. Copanyon will review each request on a case-by-case basis and reserves the right to approve or deny reinstatement at its sole discretion.

Deletion of an Account

If you decide to delete your Copanyon account, your remaining balance will expire.

In case Copanyon suspends or terminates your account due to a breach of any of our policies, you understand and agree that you will receive no refund or compensation for any unused credit balance or scheduled sessions. If you dispute such suspension or termination, you may contact Copanyon at support@copanyon.com, with the details, documents and evidence you wish to be considered for Copanyon's review. Copanyon may restore or continue with suspension in Copanyon's sole discretion.

Payment Services

Payment and payout processing on the Copanyon Platform is provided by third-party payment processors including, but not limited to Stripe, PayPal, Payoneer, and Wise, allowing us to (a) bill the Patrons in lieu of directly processing the credit/debit card information; and (b) enable payouts to the Hosts.

For the avoidance of doubt, payment made by the Patron to Copanyon shall satisfy the Patron's obligation with respect to the payment to the Host for the Hosting services provided via the Copanyon Platform.

Data Provided by You

You agree and understand that the billing information you provide to make payment for sessions via the Copanyon Platform is processed by third-party payment processors only. Copanyon does not collect, store or otherwise process your billing information.

You agree that Copanyon will not be responsible for any failures of the third party payment and payout processor to protect such information adequately. The processing of payments will be subject to the terms, conditions, and privacy policies of third-party payment processors in addition to this policy. It is your responsibility to review the terms and conditions of any third-party payment processors before utilizing their services.

You acknowledge that we may change third-party payment processors at any time in Copanyons' sole discretion, and require them to transfer your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

Payments

Payment methods available on the Copanyon Platform are as follows:

- Visa/Mastercard
- PayPal
- Apple Pay
- Google Pay

All payments for the use of the Copanyon Platform, including service fees and applicable taxes (if any), and all payments for the Hosting services shall be made exclusively through the Copanyon Platform.

Users are also responsible for payment of all transaction fees related to the service fees, applicable taxes (if any) and payments for the Hosting services.

Payouts

Hosts get payments for each confirmed session. To receive the payment, Hosts should use one of the third-party payment processors available on the Copanyon Platform for secured transactions.

Please note that third-party payment processors may charge a fee for every transaction. Such transaction fees shall be deducted from the respective payout amount and will be displayed within the Copanyon Platform.

If you are an EU tax resident, to be able to withdraw money from your Copanyon Host account, you must provide us with your tax information annually, as required according to Amending Directive (EU) 2021/514 (DAC7 Directive).

If you are a Canada tax resident, to be able to withdraw money from your Copanyon Host account, you must provide us with your tax information annually, as required according to Information return (RZ): Part XX –Reporting Rules for Digital Platform Operators, Canada Revenue Agency (CRA).

If you are a U.S. tax resident, to be able to withdraw money from your Copanyon Host account, you must provide us with your taxpayer information annually, including a completed IRS Form W-9. Copanyon is required to report your earnings to the Internal Revenue Service (IRS) as mandated under U.S. tax law, including the rules set forth in Section 6050W of the Internal Revenue Code. If you meet certain earnings thresholds, Copanyon may issue you a Form 1099-K.

Notwithstanding the foregoing, Hosts are solely responsible for reporting and paying any taxes owed based on payments received through the Copanyon Platform.

Other

Copanyon is not a bank or financial institution and does not offer financial services or advice. All payments made through the Copanyon Platform are intended solely to facilitate access to and delivery of Hosting services between Patrons and Hosts. Payments must not be used for any fraudulent, criminal, or otherwise unlawful purposes as defined by applicable law.