



Refund Policy

Legal

Plera Refund Policy

Services Covered

This refund policy applies to all Plera's AI-powered services, including but not limited to:

AI Sales Agent services for prospect identification

Automated cold outreach campaigns

Mass email delivery services

Any future AI agents developed by Plera

Refund Guarantee

Clients who are dissatisfied with our services within the first 30 calendar days from the contract start date are entitled to a full refund of all fees paid, plus an additional 10%. This refund is limited to the first engagement period and does not apply to renewals or recurring billings.

Eligibility Requirements

Submit a written refund request within the 30-day period

Clearly state the reasons for dissatisfaction

Have paid their invoice in full prior to requesting the refund

Have not breached any other terms of the signed Service Agreement

Have not violated email marketing or data protection laws in their use of our services

Valid Grounds for Dissatisfaction

Valid grounds for dissatisfaction may include, but are not limited to:

Significant inaccuracy in AI-generated prospect data (error rate exceeding 15%)

Persistent technical failures preventing campaign execution

Deliverability rates falling below guaranteed thresholds

AI agent performance significantly below documented capabilities

Examples that do NOT constitute valid grounds:

Industry-standard email bounce rates

Lack of sales conversions when AI systems functioned as specified

Regulatory blocks resulting from client-provided content violating anti-spam laws

Refund Process

Plera will review the request and respond within three (3) business days. Approved refunds will be processed within 14 business days of the refund request approval via the original payment method where possible. Refunds will be calculated in the original payment currency unless otherwise agreed.

Exclusions

Refunds will not be granted:

- If any part of the refund request is found to be based on false, misleading or incomplete information
- If the client failed to engage with booked appointments or onboarding sessions
- If services were suspended due to late or non-payment
- If the client used our AI tools to violate anti-spam regulations or data protection laws
- If the client provided inadequate or low-quality source data for AI processing

Force Majeure

Refunds may be adjusted in cases of unforeseeable circumstances beyond our control, including but not limited to:

Major email service provider policy changes affecting deliverability

Significant AI platform outages by our technology providers

Regulatory changes that fundamentally alter service delivery

Natural disasters affecting our operational capabilities

Chargeback and Payment Dispute Management

Clients agree to utilize this refund process before initiating any credit card chargeback

If a chargeback is filed before completing the refund process, the client forfeits eligibility for the additional 10% bonus

Any bank fees or penalties imposed due to chargebacks will be deducted from the refund amount

Payment processor limitations may affect refund timing but not eligibility

Digital Service Delivery Specifics

Access to AI tools and platforms will be terminated upon refund approval

No refunds will be issued for consumed computational resources or API calls

Custom AI configurations developed for the client remain Plera's intellectual property

Third-Party Services

Plera is not responsible for refunding costs related to third-party services the client independently contracted

For integrated third-party services arranged by Plera (email verification tools, CRM integrations), we will assist in cancelling these services but refund only our portion of the fees

Plera cannot guarantee refunds for data purchased from third-party providers

Client and Prospect Data After Refund

- Upon refund approval, client data will be handled according to our Data Retention Policy
- Client configuration data will be archived for 90 days before deletion
- Prospect data generated during service delivery will be deleted within 30 days of refund completion
- Clients may request expedited data deletion in writing

International Regulatory Compliance

This refund policy complies with:

- South African Consumer Protection Act (No. 68 of 2008)
- EU Consumer Rights Directive (where applicable to digital services)
- CAN-SPAM Act (USA) for email marketing services
- POPIA (South Africa) and GDPR (EU) for data protection considerations
- Australian Consumer Law (for Australian clients)

Where a Client resides in a country whose mandatory consumer protection laws provide greater rights than those offered under South African law, those provisions shall be upheld.

International Payment Processing

Refunds will be processed in the original payment currency

The Client bears any foreign exchange losses or transaction fees incurred in processing the refund

Plera shall not be liable for delays resulting from international banking networks

For payments processed through platforms with refund limitations (certain payment gateways or cryptocurrencies), alternative refund methods may be arranged

Tax Implications

Refunds exclude VAT and/or other taxes already remitted to authorities unless a credit or reversal can be lawfully obtained by Plera. The Client is responsible for handling any tax implications on their end.

Communications and Record Keeping

All refund-related communications shall be conducted via email. Clients are advised to retain a copy of all correspondence, invoices, and proof of payment. Plera shall retain refund documentation for compliance and audit purposes for a period of at least three (3) years.

Policy Amendment Process

This refund policy may be updated periodically to reflect service changes or regulatory requirements

Clients will be notified of material changes to the refund policy via email at least 30 days before implementation

The version of the refund policy in effect at the time of service purchase applies to that purchase

Current refund policy will always be available on our website at plera.co

Dispute Resolution

Any disputes regarding the refund policy will first be addressed through our internal complaint procedure, then through the appropriate regulatory channels including the National Consumer Commission (NCC) if necessary or equivalent bodies under mandatory international consumer laws where applicable.

For international disputes, parties may agree to online dispute resolution mechanisms appropriate to digital services before proceeding to formal legal channels.

Jurisdiction Statement

This Agreement is governed primarily by the laws of the Republic of South Africa. However, where a Client resides in a country whose mandatory consumer protection laws provide greater rights than those offered under South African law, those provisions shall be upheld.

Effective Date

This refund policy is effective as of 1st May 2025. Version 2.0