PAYMENTS AND REMEDIES

Refund and Cancellation Policy

When learners, instructors and institutions may request a refund, cancel a subscription, or dispute a charge.

Elimvia Limited • Effective date: 4 November 2026 • Last updated: 4 November 2026

This policy explains course-payment issues, eligibility review, LMS subscription cancellation and refunds, duplicate charges and how Elimvia handles requests while preserving statutory rights.

Mandatory legal rights take precedence. See the applicable order or institutional agreement where relevant.

Contents

1. Scope, consumer rights and related terms
2. Different products and transactions
3. Review information before paying
4. Learning cases that may qualify for a refund
5. Ordinary course refund guidelines
6. Situations ordinarily not eligible for discretionary refunds
7. LMS subscription cancellation
8. LMS refund review and service failures
9. Setup, migration, training and custom work
10. Instructor commission, reversed sales and earnings
11. Duplicate, mistaken and unauthorised payments
12. App stores and external payment providers
13. How to submit a refund or cancellation request
14. Acknowledgement, review and decisions
15. Approved refunds, currency and timing
16. Disputes, chargebacks and misuse
17. Changes, contact and related policies

1. Scope, consumer rights and related terms

This Refund and Cancellation Policy applies to payments for Elimvia Learning offerings, Elimvia LMS subscriptions and separately quoted work supplied by Elimvia Limited, unless a written agreement or product-specific terms validly specify different arrangements.

It does not restrict non-excludable consumer, contract, data-protection or other statutory remedies under Kenyan law. The Terms of Service and the relevant order, invoice or institutional agreement should be read alongside this policy.

2. Different products and transactions

Learning purchases may involve recorded courses, instructor materials, sessions or other digital content. LMS purchases are usually paid institutional subscriptions with their own plans and billing cycles. Setup, migration, training or custom integrations may be separately scoped services.

The correct refund or cancellation route depends on what was bought, whether it was delivered or accessed, who processed the payment and the promises made at purchase.

3. Review information before paying

Before purchasing a Learning course, review the course description, required materials, format, access conditions, price, instructor and any limitations shown at checkout.

Before purchasing LMS access, review current plans at https://lms.elimvia.com/#pricing, confirm the relevant education environment, institution capacity and features, and read the checkout or institutional agreement for billing and cancellation details.

4. Learning cases that may qualify for a refund

A learner may request review where a course or paid session was not supplied, a duplicate charge occurred, the material delivered is materially different from its description, or a verified Elimvia-side technical fault substantially prevented access and could not reasonably be resolved.

An unauthorised or incorrect payment may also warrant investigation. We assess supporting evidence, whether the service was provided and any applicable statutory right; a request does not automatically mean a refund is approved.

5. Ordinary course refund guidelines

For a discretionary change-of-mind review, we generally ask learners to contact us within seven calendar days after purchase. Where a learner has consumed more than 30% of a course, a change-of-mind refund is ordinarily unavailable. These are commercial guidelines, not absolute exclusions of legal remedies.

A material non-delivery, misdescription, duplicate payment or statutory entitlement may still be considered after seven days or beyond 30% progress. Session-based services may be assessed according to attendance, scheduling, preparation and the portion actually delivered.

6. Situations ordinarily not eligible for discretionary refunds

Subject to mandatory rights, a refund may be declined for a simple change of mind after substantial access or use; failure to meet clearly disclosed device or connectivity requirements; failure to attend a session without an applicable rescheduling entitlement; misuse of the platform; or a request based only on disagreement with properly described course content.

We will not deny a valid claim solely because the learner opened content or because a policy guideline period passed when the law requires another remedy.

7. LMS subscription cancellation

Institutional billing terms, renewals and cancellation methods are determined by the selected LMS package, checkout and any signed agreement. A cancellation should be requested through an available account or billing control, or in writing to support@elimvia.com where no such control is offered.

Unless a product’s terms or the law provide otherwise, cancelling a future renewal does not automatically refund the already-started paid period. Institutions should arrange appropriate record exports and offboarding before access ends.

8. LMS refund review and service failures

We may review a refund or credit where the institution was charged twice, billed for a plan it did not authorise, or experienced a material and documented service defect that we could not reasonably remedy.

Partial-period refunds, extensions or credits depend on the actual loss of access, the applicable written agreement and legal rights. There is no universal promise of a free trial, fixed minimum uptime, or automatic pro-rata refund for every LMS plan.

9. Setup, migration, training and custom work

Fees for separately quoted services are treated according to their scope and progress. Work not yet started, prepaid undelivered portions or work not supplied as agreed may be eligible for refund or other remedy, subject to the contract and applicable law.

Reasonably documented, authorised work already performed or non-recoverable costs may be considered when deciding a discretionary cancellation request, but cannot override mandatory remedies for defective or undelivered services.

10. Instructor commission, reversed sales and earnings

Where a Learning sale is refunded or reversed, the corresponding instructor earnings and Elimvia's 20% platform commission may be adjusted or reversed to reflect the valid transaction status, subject to the applicable instructor terms and law.

An instructor dispute about earnings, withholding or a payout is distinct from a learner's purchase refund. Instructors should provide their course/order reference and raise such issues through support rather than submitting a consumer course-refund request.

11. Duplicate, mistaken and unauthorised payments

Report duplicate charges, incorrect amounts or unauthorised transactions as soon as practical. Include the transaction reference, date, amount, method and a short explanation. Do not send full card details, PINs, one-time passwords or account passwords.

We will investigate against our payment records and the relevant provider's information. We may need to verify identity or payment authority before issuing a remedy; chargebacks and fraud investigations may have separate provider procedures.

12. App stores and external payment providers

If the payment was processed as an in-app purchase through an app store or another seller of record, a refund may need to be initiated with that provider under its rules. Elimvia can provide reasonable transaction evidence or support but cannot guarantee a third party's decision.

For payments we receive directly through supported mobile money, bank or card channels, approved refunds are ordinarily returned using the original channel when practical and legally permissible.

13. How to submit a refund or cancellation request

Email support@elimvia.com with subject “Elimvia Refund Review” or “Elimvia Subscription Cancellation”, or use a working account support tool if one is available.

Include the purchasing name or institution, contact email, course or package, order/invoice number, payment reference and date, the reason for the request, and relevant error messages or supporting evidence. Never share a password, full card number or PIN.

14. Acknowledgement, review and decisions

We aim to acknowledge a sufficiently identified request within three business days and provide an initial determination or status update within seven business days after the necessary information has been verified. Complex provider disputes, investigations or institution contracts may take longer; we will explain material delays when practicable.

Possible outcomes include a full or partial refund, replacement access, correction of a charge, service credit, a justified denial or another remedy required by law. Approval depends on the facts and applicable rights.

15. Approved refunds, currency and timing

Approved refunds are ordinarily returned to the original payment instrument where possible. Kenya-based payments may be refunded in KES; international refunds generally use the original charged currency or the processor’s permitted settlement process, with any exchange differences handled under provider and legal rules.

Actual posting times depend on the bank, mobile money operator or card processor. We will not promise a fixed date when settlement is outside Elimvia’s control, but will provide a reference when available.

16. Disputes, chargebacks and misuse

Customers retain their lawful rights to raise a dispute with a bank, payment provider or competent authority. Please notify us where possible so duplicate credits and unresolved entitlements can be reconciled.

Knowingly false refund requests, forged evidence or repeated attempts to obtain both a refund and an unearned chargeback may lead to further verification, access restrictions or lawful recovery measures.

17. Changes, contact and related policies

We may update this policy prospectively for operational or legal reasons. The version in effect at purchase, any relevant contract and mandatory laws remain important when considering an existing transaction.

Contact: support@elimvia.com • Elimvia Limited, Kenya • Related documents: Terms of Service and Privacy Policy.

Related policies and support: Terms • Privacy • Refunds • support@elimvia.com