

Cancellation and Refund Policy

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1. Purpose and scope

1.1. This Policy governs order cancellations, claims and refunds in dealings with **Fuchs Treuhand AG**, a company limited by shares incorporated in Switzerland, registration number CH-100.3.005.984-2, UID CHE-107.253.643, with its address at Morgartenstrasse 3, 6003 Lucerne, Switzerland (the **Company**).

A person acquiring HRPT or ordering the Company's services is referred to as the **Customer**.

1.2. This Policy applies to purchases of HRPT from the Company, activation and servicing of Homeunity Travel Club membership, and separate services ordered from the Company.

The terms of a particular purchase or service are recorded in an electronic order, booking confirmation or other individual confirmation (an **Order**).

1.3. A monetary refund for a cancelled purchase and the return of HRPT at the end of an allocation are different operations. Expiry of a lock entails releasing and returning the tokens; it does not oblige the Company to repurchase them for money.

Settlements relating to the HAFS bonus pool, personal liquidity and HPOT participation are governed by the respective separate agreements.

1.4. This Policy forms part of an Order's terms if supplied to the Customer before the Order is concluded.

Expressly agreed individual terms prevail to the extent permitted by law. The Customer's mandatory rights remain unaffected by this Policy.

2. Cancellation before contract formation

2.1. The Customer may withdraw an application to acquire HRPT before a contract is formed in accordance with the HRPT Purchase and Use Terms. A message identifying the application and the intention to cancel it is sufficient.

Upon receipt, the Company stops processing the application and does not execute it without the Customer's renewed consent.

2.2. If money has already been received for a withdrawn or rejected application, the Company refunds it. If the amount has only been reserved on a payment instrument, the Company instructs release of the reservation.

The time taken for release to appear on the Customer's account depends on processing by their payment institution. On request, the Company supplies available evidence of cancellation.

2.3. Rejection following an eligibility check does not entitle the Company to retain the payment received. If a refund is temporarily prohibited by law or an order of a competent authority, Section 9 applies.

2.4. A payment received after an offer expires is not used to purchase HRPT at a revised price without the Customer's consent. The Company offers current terms or refunds the payment.

3. Cancellation of an HRPT purchase after contract formation

3.1. After a contract is formed, cancellation is permitted:

- when an applicable right of withdrawal is exercised;
- due to non-performance or improper performance by the Company;
- under a cancellation right expressly provided in the Order;

- by separate agreement between the Company and the Customer.

A change of mind alone does not require a refund if none of these grounds applies.

3.2. Before HRPT is delivered, the Customer may request cancellation by agreement. The Company checks the stage of performance and states whether cancellation is accepted and on what terms. Until cancellation is agreed, and absent an independent right of withdrawal, the original obligation remains in force.

The Company may not confirm cancellation and then proceed to deliver tokens under the same Order.

3.3. A confirmed blockchain transaction cannot be retrospectively reversed. If grounds for terminating the purchase and refunding payment arise after delivery of HRPT, settlement is implemented through a return transfer of the tokens and the corresponding monetary payment.

The technical irreversibility of the original transaction does not, by itself, extinguish the Customer's right to claim a refund.

3.4. On full termination of a purchase, the Company refunds the amount due under the Order and applicable law, and the Customer returns the HRPT received under that purchase. On partial termination, the corresponding portions of performance are determined.

The Company provides written confirmation specifying:

- the quantity of HRPT to be returned;
- the refund amount and currency;
- the return address and network, if a transfer is required;
- the sequence of actions and deadlines;
- the basis and calculation of any permitted deductions.

The Customer should not send tokens to an address that the Company has not confirmed for the relevant return.

3.5. If HRPT is held in a managed wallet, the Company records the token return through an internal accounting entry within the scope of the agreed purchase termination. The Customer is not required to execute a separate blockchain transaction over which they have no technical control.

Holding the tokens under the Company's management does not entitle the Company to delay a monetary refund on the ground that the Customer has not transferred them back.

3.6. A decline in the market price of HRPT, the absence of a secondary-market buyer or the Customer's decision to stop using the club does not, by itself, oblige the Company to repurchase the tokens.

A refund under a terminated Order is calculated by reference to that Order, not the current market quotation for HRPT.

4. Non-performance and errors

4.1. If the Company fails to deliver HRPT within the agreed time, delivers the wrong quantity or fails to complete activation included in the Order, the Customer may require correction.

The Company remedies the breach within a reasonable period, having regard to the Order's content. No additional period is required where applicable law permits immediate termination, the Company has definitively refused performance, or performance after the agreed date has lost its contractual purpose.

4.2. If the breach is not remedied or performance is impossible, the Customer may require termination of the affected obligation and the corresponding refund. Other contractual and statutory claims remain available.

If acquisition of HRPT and membership activation formed a single Order, the Company assesses performance of the entire Order. Token delivery alone is not sufficient grounds to refuse consideration of a claim concerning membership that was not provided.

4.3. A duplicate payment or an amount received above the agreed price is refunded to the extent of the excess. Refunding an overpayment does not require termination of the properly performed part of the Order.

4.4. The consequences of a transfer to an incorrect address or on an incorrect network depend on the cause of the error. The Company is responsible for incorrect details and actions originating from it.

If the Customer independently departed from correct instructions, the Company provides available assistance in tracing the operation but does not promise recovery of assets outside its control. Chargeable recovery actions require the Customer's prior agreement.

5. Travel Club membership and HRPT allocation

5.1. The Customer may decline renewal or stop using the club. This does not create a separate monetary refund for unused days if no monetary subscription fee was charged and no other refund ground exists.

Such a decision does not extinguish the Company's obligations concerning accrued claims for improper service performance.

5.2. If an agreed club service is not provided or is defective, the Company considers claims for correction, a price reduction, a refund or another contractual or statutory remedy.

The absence of a separate membership price does not release the Company from responsibility for services promised as part of an HRPT purchase.

5.3. Stopping use of the club does not, by itself, shorten an active allocation term. Early release of HRPT is permitted by separate agreement or where a legal basis exists.

If termination of an Order requires allocated HRPT to be returned, the Company agrees the necessary release and recordkeeping steps. It may not require the Customer to transfer tokens locked under its management without enabling that performance.

5.4. On expiry of an allocation, the original quantity of HRPT is returned in accordance with the allocation terms. If a personal liquidity facility is secured by those tokens, return takes place after full settlement under the relevant agreement.

A Customer who has not obtained personal liquidity is not required to settle an obligation under such a product to receive their tokens.

5.5. Closing an account does not replace an instruction to return tokens or extinguish monetary claims. Until settlement is completed, the Company provides an available channel for the Customer to obtain confirmations and submit necessary instructions.

6. Cancellation of bookings and separate services

6.1. Cancellation terms for a particular booking are disclosed before confirmation. They must state whether cancellation is possible, the applicable deadlines and time zone, the amount or calculation of deductions, and the consequences of a no-show.

Describing a rate as non-refundable does not exclude claims arising from non-performance or mandatory law.

6.2. To cancel, the Customer uses the channel specified in the booking confirmation. If that channel is the Company, it records when the request was received and forwards it to the service provider promptly.

Additional costs arising solely from the Company's delay in forwarding a timely request are not charged to the Customer.

6.3. If the Company is the seller or bears statutory responsibility for a refund, it fulfils that obligation regardless of whether it has recovered money from its contractor.

If the Company acts only as an intermediary and another seller owes the refund, it identifies the responsible party, forwards the request within the scope of its accepted mandate and provides information on its progress.

6.4. If the provider cancels a service, the Company communicates available performance and refund options. A monetary refund may be replaced with a voucher, points or another service only with the Customer's consent, unless the law provides otherwise.

6.5. Changing part of a trip or booking does not automatically cancel the remaining services. Before the Customer decides, they are informed of known consequences for related orders and the total price.

7. Rights of withdrawal

7.1. This Policy does not establish a uniform voluntary return period for every product. A right to withdraw without giving a reason is available where provided by applicable law or expressly included in an Order.

7.2. Where a mandatory withdrawal right applies, the Company provides information before contract formation about its duration, when it starts, how to submit a withdrawal and its consequences.

An unequivocal statement of the intention to withdraw from the relevant contract is sufficient. A prescribed form is not mandatory unless required by law.

7.3. The Company does not treat a withdrawal right as lost solely because payment was made, an account was created, HRPT was delivered or use of the service began.

If the law permits that right to end subject to particular conditions, the Company must satisfy those conditions, including obtaining separate consent or acknowledgement where required. A single general acceptance of all documents does not replace a specifically required expression of intent.

7.4. Withdrawal without giving a reason and a claim arising from breach are considered separately. Expiry of the former does not extinguish legally surviving claims for non-performance, defects or an erroneous payment.

8. Submitting and reviewing a request

8.1. Requests may be submitted through the account or to **info@homeunity.io**. The Customer should provide their name, contact address, Order number or information enabling it to be located, and the remedy sought. For a payment or blockchain operation, its identifier and supporting confirmation may be attached. The Company does not request passwords, private keys or seed phrases.

8.2. The Company acknowledges receipt within **five business days**. Within **fifteen business days**, it provides a decision or a reasoned progress response identifying outstanding steps and the expected completion date. Business days are determined at the Company's place of business in Lucerne and exclude Saturdays, Sundays and official public holidays.

8.3. If information is missing, the Company requests the specific information needed. Resubmission of a document already held is not required without an explanation.

A request for additional information does not displace mandatory refund deadlines or permit delay in paying an undisputed amount for which all necessary information is already established.

8.4. If a request is refused in whole or in part, the Company states the facts and contractual or legal basis for its decision. Any deduction is accompanied by a calculation.

The Customer may submit objections and further documents. Review by the Company does not restrict recourse to a court, a competent authority or a dispute procedure available under payment rules.

9. Executing a refund

9.1. An approved monetary refund is executed within **ten business days**, unless the law or agreed terms require earlier performance.

Internal approval does not alter the start or duration of a statutory refund period.

9.2. A refund is made using the same method and currency in which the Company accepted the relevant payment, unless another procedure is required by law or agreed with the Customer.

If the original method is unavailable, the Company agrees an alternative transfer to the same recipient following the necessary checks. A monetary refund may not be replaced with tokens, an internal balance or club points without the Customer's consent.

9.3. The refund is calculated by reference to the Order currency and the original payment terms. If the Customer's payment institution separately converts the amount received, the amount in the account currency may differ because of that institution's exchange rate and charges.

The Company discloses any conversion and fees it applies itself before an alternative refund method is agreed.

9.4. The Company does not charge for submitting or reviewing a request. Costs may be deducted from a refund only where there is a contractual and legal basis; the costs and calculation are disclosed to the Customer.

Where a refund results from the Company's error or non-performance, its costs of processing the original payment and the refund are not passed on to the Customer.

9.5. If termination of a completed purchase requires HRPT to be transferred back, the sequence of reciprocal performance is recorded under clause 3.4. Any right of the Company to await the tokens' return applies only to the extent permitted by law and is not used to circumvent a mandatory monetary refund deadline.

9.6. A refund may be temporarily restricted if prohibited by law, a binding sanctions measure or an order of a competent authority. The Company communicates the reason to the extent disclosure is permitted and resumes performance once the obstacle is removed.

A restriction does not transfer ownership of the funds to the Company or extinguish the Customer's entitlement to them.

9.7. Once the refund has been sent, the Company provides an available transaction identifier or confirmation. If the money is not credited, it assists in tracing it. A statement that a refund has been approved is not evidence that it has been executed.

10. Payment disputes and final settlement

10.1. Contacting the Company does not deprive the Customer of the right to dispute a payment through their payment institution. The Company may submit relevant evidence of payment, contract acceptance and actual Order performance.

10.2. The same amount is not refunded twice. Where the Company and a payment institution review a matter concurrently, the parties account for refunds actually made.

A provisional credit in a payment dispute is not treated as a final refund if it may be reversed following the investigation.

10.3. A payment refund or reversal does not, by itself, resolve every issue concerning HRPT delivered and services provided. Remaining mutual claims are determined by the basis of the reversal and the applicable agreement. The Company supplies a calculation rather than deducting an arbitrary amount from other assets belonging to the Customer.

10.4. The version of this Policy included in the relevant Order applies. Subsequent changes do not worsen the terms of an accrued refund entitlement.

The parties' relationship is governed by Swiss substantive law, preserving mandatory consumer protection applicable irrespective of the chosen law. Dispute resolution is governed by the relevant agreement and mandatory jurisdiction rules.

Fuchs Treuhand AG

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UID: CHE-107.253.643

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Cancellations, refunds and claims: info@homeunity.io