

Cutout Pty Ltd – Refund & Dispute Policy

Effective Date: [14/05/26]

At Cutout Pty Ltd (“Cutout”, “we”, “us”, or “our”), we aim to provide high-quality digital products, subscriptions, software, and services. This Refund & Dispute Policy explains when refunds may be available, how refund requests are handled, and how billing disputes should be raised.

This policy applies to purchases made through Cutout’s apps, website, and related services, including **Cutout**, **Cutout Coach**, **Cutout Player**, and any associated web platform or subscription service.

Nothing in this policy excludes, restricts, or modifies any rights you may have under the **Australian Consumer Law** or any other applicable consumer protection law.

1. Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

You may be entitled to a refund, replacement, repair, cancellation, re-supply of services, or other remedy if our products or services fail to meet a consumer guarantee. The remedy available will depend on the nature and seriousness of the issue.

This policy does not limit any rights you may have under law.

2. Purchases Made Through the Apple App Store

If you purchase a Cutout subscription or digital product through the **Apple App Store** or Apple In-App Purchases, the transaction is processed by Apple.

Refund requests for Apple purchases must generally be made directly through Apple’s refund process. Apple provides its own refund request system through “Report a Problem”.

Cutout does not control Apple’s refund decisions, processing times, or payment methods. However, where appropriate, we may assist you by confirming account, subscription, or technical details relevant to your request.

Deleting the Cutout app does **not** automatically cancel an Apple subscription. You must cancel the subscription through your Apple account or App Store subscription settings.

3. Purchases Made Through the Cutout Website

For purchases made directly through the Cutout website or via direct billing, refund requests should be submitted to:

info@cutout.fit

Please include:

- your name;
- account email;
- order number or invoice number;
- proof of purchase;
- reason for the refund request;
- any relevant screenshots or supporting information.

We aim to respond to refund requests within **5 business days**.

4. Refund Eligibility for Direct Purchases

For purchases made directly through Cutout, refunds may be available where:

- the product or service does not operate substantially as described;
- there has been a major fault, technical failure, or billing error;
- you were charged incorrectly;
- the service was not provided as agreed;
- required by Australian Consumer Law or another applicable consumer law;
- Cutout otherwise approves the refund at its discretion.

Unless required by law, refunds are generally not available where:

- you change your mind;
 - you no longer want to use the product or service;
 - you forget to cancel before a renewal date;
 - you delete the app without cancelling the subscription;
 - you fail to use the service during the subscription period;
 - the issue was caused by misuse, unauthorised use, or breach of our terms;
 - the refund request relates to a period after the service has already been accessed, activated, or used.
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5. Subscription Renewals and Cancellations

Subscriptions may renew automatically unless cancelled before the renewal date.

It is your responsibility to cancel your subscription before renewal if you do not wish to continue.

Cancellation stops future renewals. It does not automatically create a refund for fees already paid, unless required by law or approved by Cutout.

Where a subscription is cancelled, access may continue until the end of the current paid billing period unless otherwise stated.

6. Free Trials, Promotions, and Discounted Offers

From time to time, Cutout may offer free trials, promotional pricing, discounted subscriptions, or organisation-specific arrangements.

Unless otherwise stated:

- promotional offers are subject to the terms provided at the time of offer;
 - unused trial periods have no cash value;
 - discounts cannot be retrospectively applied to previous purchases;
 - refunds for promotional purchases are assessed under this policy and applicable law.
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7. Organisation, Team, School, Club, and Coach Purchases

Where Cutout is purchased by a school, club, gym, team, coach, company, or other organisation, refund rights and cancellation terms may be governed by the relevant written agreement, invoice terms, proposal, subscription plan, or service arrangement.

Where there is inconsistency between this policy and a signed agreement with an organisation, the signed agreement will apply to the extent permitted by law.

8. Billing Errors

If you believe you have been charged incorrectly, contact us at info@cutout.fit as soon as possible.

Examples of billing errors may include:

- duplicate charges;
- incorrect subscription amount;
- charge after confirmed cancellation;
- incorrect invoice details;
- payment for a service not received.

If we confirm that a billing error occurred, we will take reasonable steps to correct it, which may include a refund, credit, invoice adjustment, or other appropriate remedy.

9. Dispute Resolution

If you have a concern about a charge, subscription, refund, or service issue, please contact us first at:

info@cutout.fit

We aim to resolve disputes directly, fairly, and efficiently.

When contacting us, please provide enough information for us to assess the issue, including the account email, order number, purchase platform, payment date, and a description of the issue.

If a dispute cannot be resolved directly, either party may pursue any rights or remedies available under applicable law.

10. Chargebacks and Payment Provider Disputes

If you initiate a chargeback or payment dispute through your bank, card provider, Apple, or another payment provider, we may be required to provide transaction records, account activity, subscription status, usage information, or other relevant evidence to the payment provider.

Where a chargeback or dispute is found to be invalid, fraudulent, or inconsistent with this policy or applicable law, Cutout may suspend or terminate access to the relevant account or services, subject to any rights you may have under applicable consumer law.

11. Misuse, Fraud, or Breach of Terms

Refunds may be refused where the request is connected to:

- misuse of the Services;
- unauthorised account access or account sharing;
- breach of Cutout's Terms and Conditions;
- fraudulent activity;
- attempts to abuse promotional offers, free trials, or refund processes;
- conduct that compromises the security, integrity, or operation of the Services.

This does not limit any rights you may have under Australian Consumer Law or other applicable consumer protection laws.

12. Processing Approved Refunds

Where a refund is approved by Cutout, the refund will generally be issued to the original payment method.

Processing times may vary depending on the payment provider, bank, card issuer, or app store.

Cutout is not responsible for delays caused by third-party payment processors, banks, card issuers, or app stores.

13. Contact

For refund requests, billing questions, or dispute enquiries, contact:

Cutout Pty Ltd

Email: info@cutout.fit

Location: Bondi Beach, NSW, Australia