Legal

No Refund Policy

Effective: May 18, 2026
Last updated: May 18, 2026
Entity: OpenEduCat Inc. (Delaware, USA), operating as OEC.sh

Archived version 2026-05-18. This is the No Refund Policy that customers accepted at checkout under policy version 2026-05-18. It is kept unchanged as a record. The current policy is at oec.sh/legal/refund.

PDF of this version: oec.sh/legal/refund/v/2026-05-18.pdf. On October 20, 2026 the plan name “Agency” in Section 4 of the live page was changed to “SaaS” (the plan was renamed). No other wording of this version changed.

ALL SALES ARE FINAL

OEC.sh is a business-to-business (B2B) deployment platform. All purchases are made in the course of trade, business, or professional activity. No refunds, returns, credits, prorations, or reimbursements will be granted for any reason. Customers expressly consent to immediate service activation and acknowledge that statutory withdrawal rights are exhausted upon activation. See Section 4.

1. Scope, Definitions, and Acknowledgment

OEC.sh is a deployment and management platform operated by OpenEduCat Inc., a Delaware corporation ("OpenEduCat," "Company," "we," "us," or "our"). OEC.sh provides infrastructure deployment, configuration, monitoring, backup, and lifecycle-management tooling for Odoo and related open-source business software, on cloud infrastructure that the customer owns and pays for directly.

OEC.sh is sold exclusively to business and institutional customers, including developers, agencies, consultancies, hosting providers, integrators, software vendors, schools, training providers, and commercial entities. OEC.sh is not marketed to, and is not intended for purchase by, individual consumers acting outside the course of a trade, business, craft, or profession.

Order placement occurs through:

- The OEC.sh self-service signup and upgrade flow at platform.oec.sh
- Quotations, proposals, or order forms issued by OpenEduCat
- Purchase orders
- Any payment method (card, ACH, wire transfer, UPI, etc.)
- Any access to or use of the OEC.sh platform under a paid plan

By placing an order, the customer represents and warrants that (a) the purchase is made in the customer's trade, business, craft, or professional capacity and not as a consumer; (b) the person placing the order is duly authorized to bind the customer; (c) the customer has reviewed this Policy and the linked Terms of Service; and (d) the

customer accepts this Policy in full. This Policy is incorporated into the master Agreement between the customer and OpenEduCat and prevails on all refund, cancellation, credit, chargeback, and reimbursement matters.

2. No Refunds. All Sales Are Final.

ALL SALES ARE FINAL. NO REFUNDS, RETURNS, EXCHANGES, CREDITS, PRORATIONS, OR REIMBURSEMENTS WILL BE GRANTED FOR ANY OEC.SH PLAN, SUBSCRIPTION, RENEWAL, UPGRADE, ADD-ON, OR ANY OTHER PAID SERVICE OFFERED BY OPENEDUCAT, IN WHOLE OR IN PART, FOR ANY REASON, AT ANY TIME, IN ANY JURISDICTION, WORLDWIDE.

This applies regardless of:

- Usage of the platform or satisfaction with any feature
- Changes in the customer's business needs, budget, headcount, or operations
- Delays in the customer's deployment, migration, or rollout
- Whether the customer read this Policy before placing the order
- Purchase channel (direct or partner)
- Verbal or written representations not made in a signed amendment to the Agreement
- Changes in law or regulation arising after the purchase
- Defects, downtime, or non-conformities that are remediable under the Service Level Agreement (see Section 7)

No OEC.sh or OpenEduCat employee, contractor, partner, or representative has authority to override this Policy. Any such override is void unless documented in a written amendment signed by an authorized officer of OpenEduCat Inc.

3. Pre-Purchase Evaluation Is the Sole Buyer-Protection Mechanism

OEC.sh provides extensive pre-purchase evaluation pathways. Customers are expected to use these resources before placing a paid order:

- A **Free plan** with no time limit and no credit card required, allowing full evaluation of the deployment workflow on the customer's own cloud account
- Full feature documentation and product pages
- Public changelog with the entire release history
- Publicly available pricing and infrastructure-cost worked examples
- Comparison pages versus competing products at /vs/odoo-sh and related URLs
- Demo videos showing deployment on AWS, OVH, Vultr, and other cloud providers
- Direct access to the OEC.sh team for pre-sales questions at support@oec.sh
- Underlying Odoo source code, which is available under an open-source license directly from Odoo S.A.

By placing a paid order, the customer warrants that it has had a reasonable opportunity to evaluate OEC.sh through the resources listed above and has determined that OEC.sh meets its requirements. Inadequate pre-purchase evaluation is not a basis for a refund.

4. Cloud Subscription Delivery and Express Consent to Immediate Activation

OEC.sh paid plans (Starter, Pro, Agency) are digital services. The service is delivered and deemed performed at the earliest of:

- Successful processing of payment by our payment processor
- Activation of the paid plan on the customer's OEC.sh account
- The customer's first access to any paid-tier feature or limit
- Issuance of API keys, billing receipts, or other account artifacts under the paid plan

Express consent to immediate performance. By upgrading to a paid plan or purchasing any paid add-on, the customer expressly consents to the immediate commencement of the paid service before the end of any statutory withdrawal or cooling-off period, and expressly acknowledges that any statutory right of withdrawal, cancellation, or cooling-off the customer might otherwise have had under §356(5) of the German Bürgerliches Gesetzbuch (BGB), Article 16(m) of EU Directive 2011/83/EU, Regulation 37(1)(a) of the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, or any equivalent provision of any other jurisdiction, is exhausted and lost upon such activation.

B2B representation. The customer further confirms that the purchase is made in the course of the customer's trade, business, craft, or profession, and not as a consumer, and therefore that statutory consumer-protection rights do not apply to the purchase under any applicable law.

The acceptance of this Policy, together with the consent and representation set out in this Section 4, are recorded by OpenEduCat at the moment of payment, including the policy version in effect, the timestamp, the IP address used, and the email address on the account.

5. Cloud (SaaS) Subscriptions and Recurring Services

OEC.sh subscriptions are billed in advance for the full billing term (monthly or annual). Subscription fees are non-refundable, in whole or in part, under any of the following circumstances:

- Early termination or cancellation of the subscription by the customer
- Reduced, partial, or zero usage of the platform during the billing term
- Mid-term downgrade to a lower-tier plan (the downgrade takes effect at the end of the current billing term, with no refund or credit for the price difference)
- Removal of users, projects, environments, or features mid-term
- Cessation of the customer's underlying business operations
- Migration to a competitor product or to self-managed infrastructure
- Service unavailability caused by the customer's own cloud account, network, DNS, payment method, or other customer-side factors
- Suspension or termination of the customer's account for breach of the Terms of Service or Acceptable Use Policy

The customer may elect not to renew by canceling the subscription in the account dashboard before the renewal date. Cancellation stops future billing. It does not generate a refund for the current or any prior billing term.

6. Chargebacks, Payment Disputes, and Reversals

Initiating a chargeback, payment dispute, or payment reversal with a bank, card issuer, or payment processor without first obtaining a written resolution from OpenEduCat is a material breach of this Policy and of the master Agreement.

If a customer initiates a chargeback in breach of this Section, OpenEduCat may, at its sole discretion:

- Immediately suspend or terminate the customer's OEC.sh account and all related services
- Revoke all licenses, API keys, and access credentials
- Declare all unpaid amounts under the Agreement immediately due and payable
- Recover OpenEduCat's defense and recovery costs, including bank fees, payment-processor fees, legal fees, and OpenEduCat staff time at $250 per hour
- Impose liquidated damages of US$500 per chargeback or 20% of the disputed amount, whichever is greater (the parties agree this amount is a reasonable pre-estimate of OpenEduCat's losses and not a penalty)
- Report the breach to credit bureaus, payment networks, and fraud-prevention services
- Permanently ban the customer and any affiliated entities from using OEC.sh
- Pursue all other legal and equitable remedies

The customer indemnifies OpenEduCat for all losses, costs, and fees arising out of any chargeback initiated in breach of this Section.

If the customer has a legitimate billing concern, the customer must first contact billing@oec.sh and allow OpenEduCat a reasonable opportunity to investigate before initiating any payment dispute.

7. Service Level Agreement (SLA) Credits

Where OpenEduCat fails to meet a service level set out in the Service Level Agreement, the customer's sole and exclusive remedy is the service credit specified in the SLA. Service credits:

- Are applied as account credits toward future OEC.sh services
- Are not redeemable for cash and do not give rise to a refund
- Expire twelve (12) months from the date of issuance
- Are non-transferable

No SLA breach, contractual non-conformity, warranty claim, or other failure of performance, however valid, entitles the customer to a refund of fees already paid.

8. Force Majeure

Neither party is liable for delays or failures caused by events beyond its reasonable control, including acts of God, pandemics, war, terrorism, civil disturbance, cyberattacks, large-scale internet outages, upstream cloud-provider failures, government action, or labor disputes. Force-majeure events do not entitle the customer to a refund, credit, or proration. Fees that have accrued or become due during a force-majeure period remain payable.

9. Product Modifications, Feature Sunsets, and Third-Party Components

OEC.sh evolves continuously. OpenEduCat may modify, enhance, deprecate, sunset, or discontinue any feature, integration, region, or supported cloud provider, with reasonable advance notice posted to the changelog. Such modifications do not entitle the customer to a refund or credit for fees already paid.

OEC.sh customers pay their cloud-infrastructure providers (Amazon Web Services, DigitalOcean, Hetzner, Google Cloud, Microsoft Azure, OVH, Vultr, Linode, Alibaba Cloud, or others) directly. OpenEduCat does not bill, mark up, or refund any cloud-infrastructure charges. Refund claims related to third-party cloud costs lie solely against the third-party provider.

Where OEC.sh integrates with third-party services (payment gateways, DNS, email, monitoring, etc.), OpenEduCat does not refund fees attributable to those third parties.

10. Aggregate Liability Cap

OPENEDUCAT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS POLICY, ANY REFUND, RETURN, CREDIT, REIMBURSEMENT, OR CHARGEBACK, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY THE CUSTOMER TO OPENEDUCAT FOR OEC.SH SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, LESS ANY AMOUNTS ALREADY CREDITED OR COMPENSATED.

In no event shall OpenEduCat be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of business, loss of revenue, loss of data, or loss of goodwill, arising out of or relating to this Policy or any refund claim, even if OpenEduCat has been advised of the possibility of such damages.

11. Governing Law, Exclusive Jurisdiction, and Jury / Class Waiver

This Policy is governed by the laws of the State of Delaware, USA, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The customer irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, USA, for any dispute arising out of or relating to this Policy.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AND OPENEDUCAT EACH IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING ARISING OUT OF OR RELATING TO THIS POLICY.

Any dispute must be brought individually. The prevailing party is entitled to recover reasonable attorneys' fees, court costs, and expert fees.

12. Severability, Survival, and Entire Agreement

If any provision of this Policy is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, or, if no such

modification is possible, severed from this Policy. The remaining provisions continue in full force and effect.

This Policy, together with the Terms of Service, the Acceptable Use Policy, the Privacy Policy, and the Service Level Agreement, constitutes the entire understanding between the parties on the subject of refunds, credits, chargebacks, and payment disputes, and supersedes all prior or contemporaneous understandings on those subjects. Any modification requires a written amendment signed by an authorized officer of OpenEduCat Inc. No waiver of any provision applies to any subsequent breach.

The provisions of this Policy survive the expiration or termination of the master Agreement to the extent necessary to give them effect.

13. Changes to This Policy

OpenEduCat may modify this Policy in its sole discretion. The version of this Policy in effect on the date of the customer's order confirmation governs that order. OpenEduCat records the policy version in force at the moment of each payment so that future disputes are evaluated against the policy as it stood on the day of payment, not the current version.

Continued use of OEC.sh after a Policy modification constitutes acceptance of the updated Policy for future orders, renewals, and add-on payments.

14. Contact

For questions about this Policy (not for refund requests, which are not granted):

- **Legal:** legal@oec.sh
- **Billing:** billing@oec.sh
- **Support:** support@oec.sh

Entity:

OpenEduCat Inc.
2803 Philadelphia Pike, Suite B #1117
Claymont, DE 19703, USA
Operating as OEC.sh

By using OEC.sh services, the customer acknowledges that it has read, understood, and agreed to be bound by this No Refund Policy. This Policy must be read together with the Terms of Service, the Privacy Policy, the Acceptable Use Policy, and the Service Level Agreement.