

PHOTONDSP

PHOTONDSP REFUND POLICY

Voluntary refunds and licence reset

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Commercial legal document

photondsp.com

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This PhotonDSP Refund Policy ("Policy") is issued by Individual Entrepreneur Pivneva Svitlana Victorivna, Ukrainian taxpayer registration number (RNOKPP) 2558221521, registered in Ukraine as a Group 3 single-tax payer, with the registered address at 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine, trading under the PhotonDSP name and explains PhotonDSP eligibility and client-side licence-reset conditions for voluntary refunds of PhotonDSP digital audio software.

For purchases processed by FastSpring, FastSpring is the authorised reseller and Merchant of Record and performs the monetary refund transaction. FastSpring terms, payment rules and mandatory law govern that transaction. PhotonDSP does not receive payment-card numbers and does not itself reverse the purchaser's payment.

This Policy is presented for affirmative acceptance together with the applicable Product EULA and PhotonDSP Terms before paid licence issuance and may also be presented before a trial or protected download. The exact accepted version and full SHA-256 hash are recorded and an immutable PDF copy can be saved as a durable record.

1. SCOPE

PhotonDSP products are digital content. No physical item is returned. This Policy applies to voluntary refund requests for eligible PhotonDSP licences acquired through an authorised FastSpring checkout, unless a different written policy was clearly presented and accepted for the purchase.

This Policy does not replace FastSpring purchaser terms, payment-method rules, statutory withdrawal rights, remedies for defective or non-conforming digital content, chargeback rights or other mandatory consumer rights that cannot lawfully be limited.

2. FASTSPRING AS MERCHANT OF RECORD

FastSpring acts as authorised reseller and Merchant of Record for FastSpring purchases and handles checkout, payment collection, tax, invoice, payment review and the monetary refund transaction.

PhotonDSP verifies the order and licence, determines whether the request satisfies this voluntary Policy, initiates the product-specific client reset, waits for valid acknowledgements from active installations and then authorises or requests the refund through FastSpring.

FastSpring may independently process a refund, reversal, credit or chargeback under FastSpring terms, payment-network rules or mandatory law. Such processing may occur even when PhotonDSP's voluntary conditions are not satisfied.

3. VOLUNTARY FOURTEEN-DAY REFUND PERIOD

Subject to this Policy, PhotonDSP may approve a voluntary refund request submitted within fourteen calendar days after the FastSpring purchase timestamp.

The request must identify the purchase email, product and FastSpring order reference and must be submitted through the official PhotonDSP support form. PhotonDSP may require reasonable verification of the requester and order.

The fourteen-day voluntary policy is additional to, and does not reduce, any mandatory withdrawal, conformity or other consumer remedy.

4. HOW TO REQUEST A REFUND

Submit the request through <https://photondsp.com/#support> and select the refund-related category. Only requests submitted from the email address used for the FastSpring purchase are accepted.

Include the product, FastSpring order reference, purchase email and a concise reason. Do not publish or send the full licence key unless PhotonDSP support specifically requests it through an authenticated channel; a masked reference is normally sufficient.

Keep every activated device, the installed plug-in and its local licensing data available. Do not uninstall the product, run a licensing-data cleanup tool, reinstall Windows, delete the operating-system-protected identity or manually remove licensing files before PhotonDSP confirms that the required reset acknowledgements have been received.

5. MANDATORY CLIENT-SIDE RESET BEFORE A VOLUNTARY REFUND

To prevent continued offline use after repayment, every active installation of the affected product must complete the product-specific refund reset before PhotonDSP authorises a voluntary refund.

The customer must:

1. connect every device on which the affected product is activated to the internet;
2. launch the affected PhotonDSP plug-in on every device;
3. keep the host and plug-in running long enough to contact the PhotonDSP licence server;
4. allow the plug-in to receive and verify the signed terminal refund status;
5. allow the plug-in to atomically remove the product-specific paid-access state and safely disable licensed processing;
6. allow the plug-in to send a signed acknowledgement identifying the affected product and activation;
7. repeat the process for every active activation slot;
8. wait for PhotonDSP support to confirm that all expected acknowledgements were received.

The reset intentionally targets only the affected product's paid-access state. It does not intentionally delete the shared operating-system-protected cryptographic identity used by another PhotonDSP product. It does not itself perform the monetary refund.

Closing the plug-in, losing connectivity or deleting local data before acknowledgement may leave the workflow incomplete. PhotonDSP may retry or wait for the next authenticated client contact, but will not treat server-side slot clearing alone as proof that offline use has ended.

6. LOST, SOLD, BROKEN OR INACCESSIBLE DEVICES

If any active installation cannot connect and acknowledge the reset because its device is lost, sold, destroyed, reformatted, inaccessible, permanently offline or otherwise unavailable, PhotonDSP cannot verify that the already-authorised offline copy stopped working.

PhotonDSP may therefore refuse the voluntary refund. Server-side clearing of slots, a customer's statement, an uninstall performed without acknowledgement or deletion of local files is not equivalent to a signed client acknowledgement.

This limitation applies only to the voluntary PhotonDSP refund policy and does not restrict mandatory legal remedies or a refund independently required or processed by FastSpring, a payment provider or competent authority.

7. REFUND PROCEDURE

The ordinary workflow is:

1. the customer submits a timely request through the official support form;
2. PhotonDSP verifies the FastSpring order, purchase email, product, licence and applicable accepted Refund Policy;
3. PhotonDSP places the customer record and licence into a pending-refund state;
4. the customer connects and launches every active installation;

5. each installation receives the signed terminal refund status, deletes product paid-access state and sends a valid signed acknowledgement;
6. PhotonDSP verifies that every expected active installation has acknowledged;
7. PhotonDSP marks the client reset complete and authorises or requests the refund through FastSpring;
8. FastSpring processes the monetary return under its procedures and sends any buyer-facing confirmation;
9. PhotonDSP records the final FastSpring refund, reversal or chargeback status when authenticated status data is received.

A pending-refund label, server-side slot reset or support message is not itself confirmation that the financial refund was completed.

8. FASTSPRING-INITIATED OR MANDATORY REFUNDS

FastSpring, a payment provider, card issuer, court, regulator or other competent authority may process or require a refund, reversal, chargeback or remedy independently of PhotonDSP's voluntary workflow.

PhotonDSP may immediately mark the licence refunded, reversed, chargeback or revoked and deliver the signed terminal status whenever the client next contacts the server. PhotonDSP will retain available status and acknowledgement evidence but cannot guarantee when a permanently offline installation will reconnect.

Nothing in this Policy delays or limits a remedy required by mandatory law.

9. EFFECT OF AN APPROVED REFUND OR PAYMENT REVERSAL

After an approved refund, reversal or chargeback, the licence terminates, the key may be permanently revoked, activation and protected-download access may be disabled, and the customer must stop using and delete the Software, installers and licence data under the customer's control.

The key must not be reused, transferred, shared, published or sold. A refund does not create a right to retain an offline activated copy or to obtain another trial.

Product-specific reset evidence and financial status may be retained for security, accounting, dispute and legal purposes under the Privacy Policy.

10. GROUNDS FOR REFUSING A VOLUNTARY REFUND

PhotonDSP may refuse a voluntary refund where the request is late; the order cannot be verified; the requester cannot reasonably verify control of the order email; one or more active installations did not acknowledge the reset; the licence or key was shared, sold, published or abused; the Software was obtained from an unauthorised source; there is fraud, chargeback abuse, repeated purchase-and-refund behaviour or trial circumvention; the customer deleted required licensing evidence before completion; or another exclusion clearly stated in the accepted Policy applies.

PhotonDSP will not refuse or limit a remedy that mandatory law requires.

11. System Requirements and Compatibility

Customers must review the published system requirements before purchase. The current PhotonDSP products are supplied only for the platforms, architectures and plug-in formats expressly listed on the relevant product page.

A voluntary refund is not guaranteed where the product was purchased for or used on an unsupported operating system, processor architecture, DAW, plug-in host, plug-in format, compatibility layer, wrapper, bridge or hardware configuration.

The availability of a trial version is intended to allow customers to test compatibility and suitability before purchase.

12. Product Design and Protective Processing

A subjective preference for a different sound, workflow, interface, feature set or processing result does not by itself mean that a product is defective.

PhotonDSP products may include disclosed protective processing, smoothing, filtering, internal limiting, safety mapping, value constraints, scaling, blending or other mechanisms intended to reduce clicks, instability, excessive gain, unsafe transitions, harsh artefacts, feedback bursts, clipping risk, signal damage or other undesirable behaviour.

Accordingly, a displayed or selected control value may not always correspond to a simple, direct or unfiltered internal mathematical value. Such disclosed behaviour is part of the intended product design and is not by itself a defect. Nothing in this section permits PhotonDSP to materially misrepresent core product functionality or removes a mandatory conformity remedy.

13. Defective or Non-Conforming Digital Content

Where mandatory consumer law applies and a product is genuinely defective or materially fails to conform to its contractual description, the customer may have remedies independent of PhotonDSP's voluntary refund policy.

PhotonDSP or FastSpring may be entitled to investigate the issue and, where permitted, attempt an update, correction, repair, replacement or other method of bringing the product into conformity before a refund is required. The customer must provide reasonable information and cooperation needed to identify and reproduce the alleged defect.

Where a refund or termination is required by mandatory law, the corresponding licence terminates and the customer must immediately stop using the product.

14. STATUTORY WITHDRAWAL RIGHTS FOR DIGITAL CONTENT

FastSpring, as Merchant of Record, presents and records any statutory checkout consent or acknowledgement concerning immediate supply of digital content and any effect on a statutory withdrawal right.

PhotonDSP's voluntary fourteen-day refund policy is separate. It does not represent or determine whether a statutory withdrawal right exists, has been waived, has expired or must be honoured.

Nothing in this Policy excludes a mandatory consumer right, conformity remedy or legal guarantee that cannot lawfully be excluded.

15. Duplicate or Incorrect Purchases

A customer who accidentally purchases the same product more than once should contact PhotonDSP promptly through the designated support form. PhotonDSP and FastSpring may verify the transactions, licence fulfilment and activation status and determine the appropriate correction or refund.

A duplicate purchase does not entitle the customer to retain an unpaid duplicate licence key after a corresponding refund.

16. Bundles, Upgrades and Promotional Pricing

Where a purchase includes a bundle, upgrade, crossgrade, coupon, volume discount or other conditional pricing, a refund may require deactivation of the entire affected licence package, recalculation of retained products, cancellation of an upgrade entitlement or another adjustment necessary to restore the parties to the appropriate post-refund position.

The monetary calculation and return are performed through FastSpring where FastSpring processed the purchase.

17. Refund Amount, Method and Timing

An approved refund is normally limited to the amount actually paid for the affected transaction, subject to mandatory law and FastSpring's transaction procedures.

FastSpring normally returns funds through the applicable payment method and controls the technical processing of the payment refund. Bank, card-network, payment-method and currency-conversion processing times are outside PhotonDSP's control.

Any mandatory statutory refund deadline applicable to FastSpring or PhotonDSP remains unaffected.

18. Chargebacks and Payment Disputes

A chargeback or payment dispute is not a means of retaining a PhotonDSP licence after the purchase price has been reversed.

Where a chargeback, dispute or payment reversal occurs, PhotonDSP may immediately suspend or revoke the corresponding licence and activations, restrict access to downloads or services, and preserve delivery, activation, support and transaction records needed by FastSpring to investigate or respond to the case.

If a chargeback has already been initiated, the transaction may need to be handled through FastSpring and the relevant payment provider rather than through the ordinary voluntary refund procedure.

19. Complimentary and Non-Purchased Licences

No monetary refund is available for a licence issued without payment, including a complimentary, promotional, giveaway, NFR, review, beta, partner, affiliate, reseller, distributor, educational or internal-use licence.

Such a licence is not a purchased perpetual licence and may be suspended, deactivated or revoked by PhotonDSP at any time and at its sole discretion under the applicable EULA or licence terms.

20. Abuse of Refund and Communication Channels

Refund requests must be submitted through the designated PhotonDSP refund/support channel. Customers must not send repeated duplicate requests, automate or bulk-submit messages, flood multiple PhotonDSP addresses, use business, partnership, press, legal, privacy or security addresses for ordinary refund requests, threaten or harass PhotonDSP personnel, submit false information, or attempt to evade a communication restriction.

PhotonDSP may filter, rate-limit, block or refuse communications from an abusive sender. A request sent through a blocked or unauthorised channel may be treated as not properly submitted, and any resulting delay or inability to obtain a voluntary refund or discretionary assistance is attributable to the sender's breach.

This section is subject only to notices and communications that PhotonDSP is required by mandatory law to receive or process.

21. REFUND RECORDS AND PERSONAL DATA

PhotonDSP and FastSpring may process the purchase email, order reference, product, licence identifier, activation-slot history, product-scoped installation or cryptographic public-key identifier, server and client timestamps, IP address, pending-refund and final financial status, support messages, signed reset acknowledgements, accepted document versions and hashes, and relevant fraud or abuse indicators.

The current design does not intentionally collect a hardware fingerprint or raw hardware serial numbers. PhotonDSP does not send the plaintext licence key to FastSpring under the selected fulfilment model.

PhotonDSP processes its records under the PhotonDSP Privacy Policy. FastSpring independently processes transaction and refund data under the FastSpring Privacy Statement.

22. CHANGES TO THIS POLICY

PhotonDSP may update this Policy and will publish a new version number and effective date. The version applicable to a voluntary refund is normally the version affirmatively accepted for the purchase or relevant protected download.

A later version does not silently remove an acquired mandatory right. Previous accepted versions and exact SHA-256 hashes may be preserved and offered as immutable PDF copies.

23. GOVERNING LAW AND CONTACT

Unless mandatory consumer law provides otherwise, this voluntary PhotonDSP Policy is governed by the laws of Ukraine, excluding conflict-of-law rules. FastSpring transaction and monetary-refund matters remain governed by FastSpring purchaser terms and applicable mandatory law.

PhotonDSP operator and licensor: Individual Entrepreneur Pivneva Svitlana Victorivna, Ukrainian taxpayer registration number (RNOKPP) 2558221521, registered in Ukraine as a Group 3 single-tax payer, with the registered address at 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine, trading under the PhotonDSP name.

Registered address: 11 Voskresenska Street, Apt. 102, Kyiv 02130, Ukraine.

PhotonDSP refund/support form: <https://photondsp.com/#support>

Privacy and assistance email: assistance@photondsp.com

FastSpring buyer support: <https://fastspring.com/consumer-support/>