

# Refund Policy

## NexBDM (Pty) Ltd

Effective Date: 27 May 2026

Version 1.0

*NexBDM provides professional services and custom-built technology solutions. This policy sets out clearly which fees are refundable, which are not, and the limited circumstances in which a refund or service credit may be considered.*

## 1. General Position: Services Are Non-Refundable

All fees paid to NexBDM for professional services are non-refundable by default. This includes:

- Project deposits and upfront payments
- Milestone payments upon milestone sign-off
- Monthly retainer fees
- Discovery session fees
- Any fees paid after acceptance of a Proposal or commencement of work

By making any payment to NexBDM, the Client acknowledges and accepts this non-refundable position for all professional services.

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## 2. SaaS Subscriptions (Processed via Paddle.com)

### 30-DAY MONEY-BACK GUARANTEE

NexBDM's SaaS subscription products are sold through Paddle.com, our online reseller and Merchant of Record. In accordance with Paddle's requirements, NexBDM offers a 30-day money-back guarantee on all SaaS subscription plans.

If you are not satisfied with a NexBDM SaaS subscription, you may request a full refund within 30 days of your original purchase date by submitting a written request to [hjr@nexbdm.co.za](mailto:hjr@nexbdm.co.za). Refunds are processed through Paddle.com and may take 5 to 10 business days depending on your payment method.

### AFTER 30 DAYS

No refunds will be issued for SaaS subscriptions after the 30-day guarantee period. Cancellations after 30 days take effect at the end of the current billing period. No pro-rata refunds are issued for unused days.

### PADDLE BUYER TERMS

By purchasing a NexBDM SaaS subscription, the buyer also agrees to Paddle's Buyer Terms at [www.paddle.com/legal/checkout-buyer-terms](http://www.paddle.com/legal/checkout-buyer-terms). For billing and refund enquiries related to Paddle transactions, buyers may also contact Paddle directly at [paddle.net](http://paddle.net).

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### 3. Discovery Sessions

Discovery session fees are fully non-refundable once the session has taken place. Cancellations with less than 48 hours' notice forfeit the session fee in full. Where a promotional free or discounted discovery session applies, any resulting credit has no cash value outside of an accepted project.

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### 4. Project and Automation Builds

#### DEPOSITS

All project deposits are non-refundable. No work commences without receipt of the deposit.

#### MILESTONE PAYMENTS

Milestone payments are non-refundable once signed off or accepted. Milestone disputes must be raised in writing within 5 business days of delivery.

#### PROJECT CANCELLATION BY CLIENT

If the Client cancels after commencement, all fees paid to date are forfeited. Any remaining balance for work completed to the cancellation date becomes immediately due and payable.

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### 5. Monthly Retainers

Retainer fees are charged monthly in advance and are non-refundable. Cancellations require 30 days' written notice. No pro-rata refunds are issued for unused days or partial months.

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### 6. Exceptional Circumstances

NexBDM may, at its sole discretion, consider a partial refund or service credit only if: NexBDM formally cancels a project prior to commencement with no work performed; or a critical deliverable fails to function as described in the Proposal and NexBDM is unable to remedy the fault within a reasonable timeframe after written notice.

The following are expressly excluded from any refund consideration:

- Dissatisfaction with AI-generated content, chatbot responses, or automated outputs
  - Change of business direction or circumstances on the Client's side
  - Failure of third-party platforms, APIs, or integrations outside NexBDM's control
  - Delays caused by the Client's own failure to provide access, content, or feedback
  - Subjective dissatisfaction not tied to a specific documented failure of the agreed deliverable
  - Any claim raised more than 30 days after delivery of the relevant work
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### 7. Process for Raising a Dispute

To raise a concern, the Client must submit it in writing to [hjr@nexbdm.co.za](mailto:hjr@nexbdm.co.za) within 5 business days of the event giving rise to the concern, clearly describing the issue, the deliverable in question, and the remedy requested. NexBDM will acknowledge within 2 business days and respond within 10 business days. Disputes not raised within these timeframes will not be considered.

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## 8. Chargebacks and Payment Reversals

Initiating a chargeback or payment reversal without first following the dispute process in Section 7 entitles NexBDM to immediately suspend all services and platform access, pursue recovery of the disputed amount plus all associated costs, and terminate the engagement permanently. For SaaS chargebacks via Paddle, Paddle will manage the dispute process in accordance with their merchant policies.

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## 9. Consumer Protection Act (CPA) Notice

Where the Client qualifies as a consumer under the Consumer Protection Act, 68 of 2008, the Client retains certain statutory rights that cannot be excluded by this policy. Nothing in this policy limits any right that cannot lawfully be excluded under the CPA or any other applicable South African legislation.

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## 10. Changes to This Policy

NexBDM reserves the right to update this Refund Policy at any time. The current version is always available at [www.nexbdm.co.za](http://www.nexbdm.co.za). Continued engagement with NexBDM after an update constitutes acceptance of the revised terms.

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### CONTACT

For refund and billing enquiries: [hjr@nexbdm.co.za](mailto:hjr@nexbdm.co.za) | [www.nexbdm.co.za](http://www.nexbdm.co.za)

For SaaS subscription billing via Paddle: [paddle.net](http://paddle.net)

Authorised Signature:



**Heinoux Roux**

Director

NexBDM (Pty) Ltd

Date:

**27 May 2026**

Email:

[hjr@nexbdm.co.za](mailto:hjr@nexbdm.co.za)