

# Refund Policy

To ensure all of our members have a great experience on Zelwin, most purchases are covered under Zelwin Refund Policy.

ZELWIN Refund Policy means you're protected if the item you ordered didn't arrive, is faulty or damaged, or doesn't match the listing. You'll get your money back. For all the details of how the ZELWIN Refund Policy works, please see our full policy guidelines below.

## About ZELWIN Refund Policy

Most ZELWIN sales go smoothly, but if there's a problem with a purchase, the ZELWIN Refund Policy ensures that buyers receive the item they ordered or get their money back.

Buyers can use the ZELWIN Refund Policy when:

- They don't receive an item
- They receive an item that doesn't match the listing

Most sellers work with buyers to quickly resolve issues, but if a solution isn't reached, we can help.

### What's covered

Most transactions on ZELWIN.com are covered by the ZELWIN Refund Policy.

### Covered

Purchases are covered by the ZELWIN Refund Policy when all of the following are true:

- An item isn't received or it isn't as described in the listing
- A buyer reports that they didn't receive an item or requests a return within the ZELWIN Refund Policy timelines
- The buyer made the purchase on ZELWIN.com via checkout or an ZELWIN invoice with one of the following payment methods:
  - Credit card or debit card
  - ZELWIN gift cards
- The item was paid for in a single payment
- Items collected in person are covered, provided all other requirements are met

### Not covered

- Buyer remorse or any reason other than not receiving an item or receiving an item that isn't as described in the listing (see the seller's return policy for return options)
- Items damaged during local pickup
- Local pickup items that were not collected by, or on behalf of, the buyer
- Items not delivered, damaged during collection, or damaged during shipment when the buyer arranges pick-up or shipping of the item (for instance, the buyer arranges freight)
- Duplicate claims through other resolution methods
- Items shipped to another address after original delivery

- Vehicles, Real Estate, Websites & Business for Sale, Classified Ads, services, Digital Content, Intangible Goods, and some Business Equipment categories

Sellers are subject to this policy even if the transaction was completed on another ZELWIN site.

### International coverage

When a seller lists an item for sale with an international shipping option (such as worldwide shipping), it may result in the item being sold to a buyer on an ZELWIN site other than the seller's original listing site. A buyer is covered by the applicable ZELWIN Refund Policy or similar buyer protection policy of the ZELWIN site where checkout occurred.

### When a buyer doesn't receive an item

If a buyer doesn't receive an item, the buyer needs to submit a request to report that the item hasn't arrived. The seller should address the buyer's concern and provide tracking information, updates on the delivery of the item, or a refund.

If the buyer isn't happy with the seller's response or doesn't receive a response, the buyer can ask ZELWIN to step in and help.

If asked to step in and help, we review the information provided by the buyer and seller for evidence of a successful on-time delivery to the buyer's address (as displayed on the 'Order details' page) or proof of collection by the buyer.

Information required to prove a successful on-time delivery is all of the following:

- The tracking number provided by the shipping company uploaded to the site by the seller before the estimated delivery date;
- A delivery status of "delivered" (or equivalent in the country to which the item was delivered);
- The date of delivery;
- The recipient's address, showing at least the city/county or zip code (or international equivalent) that matches the address displayed on the **Order details** page; and
- Signature confirmation, if an item has a total cost of \$500 or more.

If we determine that the item wasn't successfully delivered or collected, a refund of the full cost of the item and original shipping is sent to the original payment method or to the buyer's account. The seller is required to reimburse ZELWIN for the amount of the refund.

ZELVIN has no responsibility to buyers, in any case is not responsible to buyers for the goods, the quality of goods and their delivery is the responsibility of the Seller. Zelwin holds the Buyer's funds until receipt of the goods and/or delivery time of the goods, confirmation of receipt and other cases decided by Zelwin.

### Buyer obligations

Generally, the buyer is responsible for accepting the item when it arrives. If the buyer refuses delivery, their claim is not eligible for the ZELWIN Refund Policy.

Exceptions:

- The buyer can provide, via written proof from the carrier, that they refused the package because it arrived empty or was damaged in shipping
- The buyer accepted and opened the package only to determine that it was an empty box
- The item arrived COD because it didn't have enough postage on it

The buyer is responsible for paying any customs and duty fees for international shipping.

Exception:

- The seller overstated the value of the item, which caused customs fees to be higher

### When a buyer wants to return an item or the item doesn't match the listing

If a buyer wants to return an item within a seller's return window or they received an item that doesn't match the listing, the buyer needs to submit a request to return the item. The seller should address the buyer's concern and offer a solution, such as accepting a return, or offering a replacement or refund. In some cases, we may automatically accept a return request on the seller's behalf.

If dissatisfied with the seller's solution, the buyer can ask ZELWIN to step in and help. If asked to step in and help, we may ask the buyer to return the item to the seller if:

- We can't determine that the item received matches the listing description, even if the seller doesn't offer returns, or
- The seller's stated return window and policy applies to the item, or
- The seller has already offered to accept a return of the item

### When an item is returned to the seller

If a buyer is returning an item within the seller's return window, the seller's return policy will indicate who pays for the return shipping label. The cost of return shipping for an item that is not as described is the seller's responsibility and, in cases where an ZELWIN-generated return shipping label is used for the return, the return shipping label cost will be added to the seller's invoice. You can find further details about reimbursements in our [User Agreement](#).

When a return postage label is made available to the buyer and/or the buyer chooses to purchase a separate label, the buyer won't be refunded by ZELWIN for the cost of the label.

Tracking is required to confirm the item has been returned to the seller. Signature confirmation is required for items returned with a total cost of \$500 or more. If a seller chooses to offer the buyer an untracked return label and ZELWIN is asked to step in and help, the buyer will not be required to provide proof of delivery or signature confirmation.

### Buyer obligations

- Buyers may be liable for any loss in value of the item if this loss in value is attributed to a handling which is not necessary for the purpose of checking the quality, characteristics and functioning of the item. Some sellers may deduct the amount of loss from the amount refunded to the buyer if the item is returned after being used or damaged by the buyer

### Seller obligations

- The seller is required to accept the return at the same location specified in the listing or at an address that does not result in a materially different return cost for the buyer
- The seller is responsible for any customs and duty fees on the returned item
- The seller is required to refund a buyer upon receipt of a returned item.

After confirming that the item was returned to the seller, a refund of the cost of the item (less any loss in the item's value, if the item is returned after it was used or damaged by the buyer) and original shipping is sent to the original payment method or the buyer's account. If the buyer arranged shipping or picked up the item, we may not refund the amount of original shipping or pickup cost. The seller is required to reimburse ZELWIN for the amount of the refund.

If ZELWIN is asked to step in and help, the seller will no longer be able to issue a partial refund to the buyer, even if the item is returned used or damaged by the buyer.

### **When an item isn't returned to the seller**

In some instances, we may not require that an item be returned to the seller. In these situations, we refund the buyer and may seek reimbursement from the seller, for example if:

- The seller chooses not to accept a return request when they offered returns in the listing, or the return request was opened because the item was not as described
- The seller did not provide a return shipping label or funds for the buyer to return the item
- The item location was misrepresented
- It's hazardous to ship back the item
- The item no longer has a value (for instance, a ticket for a cancelled event)

Alternatively, with the buyer's consent, we may give a partial refund to cover differences between how the item was described in the listing and the actual item the buyer received. When given a partial refund, the buyer isn't asked to return the item to the seller. We may require the seller to reimburse ZELWIN for the partial refund.

### **Counterfeit items**

If a buyer reports that an item is counterfeit, and there are strong indicators that the item is counterfeit, we may not require the buyer to return the item to the seller. The buyer agrees to cooperate with us to ensure proper disposal of the item. In such instances, we refund the buyer for the full cost of the item and original shipping, and the seller reimburses us for the refund. The buyer may not sell the item on ZELWIN or elsewhere.

## [ZELWIN Refund Policy timelines](#)

### **Item not received**

- A buyer can report that they didn't receive an item once the item's latest estimated delivery date has passed, and for 30 days after the latest estimated delivery date
- For event tickets, a buyer must report that they didn't receive the tickets no later than 7 days after the event date or 30 days from the latest estimated delivery date, whichever is later

- The seller has 3 business days from the report to respond to the buyer with a solution (through either a replacement, a return, or a refund). If the seller does not offer a solution or the buyer is unsatisfied with the solution the buyer can ask ZELWIN to step in and help
- If the buyer doesn't ask us to step in and help within 21 business days of reporting that they didn't receive an item, the request closes automatically

### **Item not as described**

- A buyer must request a return no later than 30 days after the actual (or latest estimated) delivery date, or, if the seller's return window is longer, within the return window
- For event tickets, a buyer must request a return no later than 7 days after the event date or 30 days from the actual (or latest estimated) delivery date, whichever is later
- The seller has 3 business days from the request to respond to the buyer with a solution. If the seller does not respond with a solution, the buyer can ask ZELWIN to step in and help.
- The buyer has 5 business days from when the buyer starts the return to ship the item. If the seller hasn't received it within 10 days then they can ask us to step in and help. If the seller shipped a replacement or exchange and the buyer has not shipped the original item back within 20 business days of the buyer starting the return, we charge the buyer's Zelwin account for the replacement or exchange
- For items where there's no tracking uploaded by the buyer, if the seller doesn't issue a refund within 2 business days of the item's return delivery date, the buyer can ask ZELWIN to step in and help for a period of 10 business days after the refund deadline has passed
- For items where the buyer has uploaded tracking, if the seller doesn't issue a refund within 2 business days of the item's delivery to the seller, we will automatically issue the buyer a full refund on the seller's behalf. The seller will be required to reimburse us for such refunds. Learn more about reimbursement.
- If the buyer doesn't ask ZELWIN to step in and help within 21 business days of starting a request for a return (or the timelines described if a refund, replacement or exchange isn't received), the request closes automatically

### **Replacement and exchange**

Replacement and exchanges can be requested by the buyer and/or seller. Exchanges are based on value of the original purchased item, with current and equal value. A buyer must request a return and select the replacement or exchange option no later than 30 days after the actual (or latest estimated) delivery date, or, if the seller's return window is longer, within the return window.

### **Timelines for replacement and exchanges:**

When the buyer requests a replacement or an exchange the seller has 3 business days to respond to the buyer. If no response is received after 3 business days the buyer can ask ZELWIN to step in and help.

If a replacement or exchange is agreed upon, the buyer has 5 business days to ship the item back to the seller with return tracking. If the buyer doesn't ship the item within 5 business days, the replacement or exchange will be closed.

If the buyer doesn't ship the return item back to the seller, and the seller shipped the replacement or exchange with confirmed delivery scan, after 20 business days the seller will be paid the value

of the additional item. The buyer will be charged for this additional item via the buyer's Zelwin account.

### **Latest estimated delivery date**

When we have no information about the actual delivery date, we use the latest estimated delivery date. When we have no estimated delivery information, we consider the latest estimated delivery date to be 7 days from payment date for transactions between a buyer and seller in the same country, and 30 days from the payment date for buyers and sellers in different countries.

### **Extended timelines for ZELWIN Refund Policy coverage**

In some limited situations, we may extend the period of time in which a buyer is eligible for the ZELWIN Refund Policy. This extra time allows us to take into consideration the buyer's location, the shipping service used, a seller's extended return window, national holidays, or delays due to circumstances such as natural disaster, national emergency, labor strike, or governmental act, or other circumstances such as fraud. In most instances, when we extend timelines for ZELWIN Refund Policy coverage, in cases where the seller is responsible for requests opened during such an extended timeline, we notify sellers with an [announcement on ZELWIN.com](#).

## Appeals

Buyers and sellers have an opportunity within 30 days from when we make a decision about a transaction issue to appeal the decision by providing appropriate documentation. ZELWIN reserves the right to seek reimbursement from the seller if a buyer successfully appeals. Learn more about reimbursement.

## Refunds to buyers

We refund buyers to their original payment method or their Zelwin account. In the unlikely event that we're unable to send refunds to the original payment method or the buyer's Zelwin account, we may provide refunds by coupon or vouchers redeemable for future purchases on ZELWIN.

## Seller funds, reimbursements, and fees

### **Seller funds**

After a buyer reports that they didn't receive an item or requests a return, or asks ZELWIN to step in and help, a seller's funds may be set aside by Zelwin.

### **Reimbursements**

If a transaction dispute arises between a buyer and seller and ZELWIN resolves such dispute in favor of the buyer, the seller authorizes ZELWIN to reverse the funds to reimburse the buyer,

and if such funds are unavailable or insufficient, the seller agrees to reimburse ZELWIN for any amount ZELWIN refunds to the buyer.

If reimbursement is unsuccessful, the seller agrees to allow ZELWIN to charge their reimbursement or automatic payment method on file for amounts refunded to the buyer. ZELWIN may place the amount refunded to the buyer on their invoice subject to their automatic payment method. The seller will remain obligated to pay ZELWIN for all unpaid amounts and ZELWIN reserves the right to seek reimbursement through other means. You can find further details about reimbursements in our User Agreement.

### **Seller fees**

If a seller issues a buyer a full refund before ZELWIN is asked to step in and help, we credit the seller's final value fee. Insertion fees and other ZELWIN fees aren't refunded.

### **Using other programs to address a concern**

Buyers can't use more than one resolution method to get a refund. After selecting a resolution process (ZELWIN Refund Policy or requesting a chargeback from their payment provider) a buyer is required to use only that process to resolve the transaction issue.

If a buyer requests a chargeback from their payment provider, any requests opened through ZELWIN for the same transaction are immediately closed.

### **Fraudulent claims and abusive buyer behavior**

Buyers who engage in activity as Abusive buyer policy may be subject to a range of actions, including the loss of ZELWIN Refund Policy coverage, issuing warnings to buyers, blocking buyers from requesting returns or refunds on ZELWIN, blocking buyers from opening claims, and account suspension.

Activity that is not allowed includes, but is not limited to:

- A buyer opening duplicate requests using other buyer protection programs
- A buyer colluding with a seller to wrongly declare an item's value for customs
- A buyer filing a chargeback after receiving a refund
- A buyer claiming an item was not received when there is proof of delivery to the buyer's address on the **Order details** page
- A buyer falsely claiming an item was not as described
- A buyer returning an item other than the original item received
- A buyer using or damaging an item and then returning it

In addition, we reserve the right to indefinitely suspend the buyer's coverage under the ZELWIN Refund Policy.

## Other terms

- Buyers and sellers permit us to make final decisions about all cases, including appeals. We may provide buyers and sellers with access to each other's names, usernames, contact information, and other information relating to a request
- When a buyer and seller don't speak the same language, we may assist with communication until the issue is resolved
- The ZELWIN Refund Policy is not a product warranty
- In some situations, we may open and decide on a request on behalf of the buyer. This includes situations in which a seller is suspended for fraudulent activity
- For items shipped through the Global Shipping Program, the program's terms and conditions for buyers describe how members are protected by the ZELWIN Refund Policy
- We reserve the right to fix any processing errors we discover by debiting or crediting the payment method used for the incorrect refund or reimbursement