Introduction

This Refund Policy sets out the limited circumstances under which Highsoft AS (Highsoft) will consider refund requests for software licenses and associated maintenance and support services made available to business customers. It is intended to protect Highsoft's legitimate commercial interests, align with the governing license terms, and comply with any mandatory provisions of Norwegian law and applicable EU regulations for business-to-business (B2B) transactions. This Refund Policy is subordinate to, and must be read together with, the applicable Highsoft license agreement(s), including the Highsoft Standard-, Custom-, Enterprise- or Master License Agreement (as the case may be) and the Terms and Conditions for Annual Licenses. In the event of any conflict, the applicable license terms shall prevail.

Scope and Applicability

This Refund Policy applies exclusively to B2B purchases by business customers and expressly does not apply to consumers. For the avoidance of doubt, a purchase shall be regarded B2B where the License is granted and/or services to be provided to a business or organisation (regardless whether the purchase has been initiated by a natural person acting on behalf of such business or organisation). Any consumer rights under Norwegian or EU consumer law and legislation, including without limitation Angrerettloven (Norwegian Right of Withdrawal Act) and Forbrukerkjøpsloven (Norwegian Consumer Purchases Act) and corresponding EU legislation, are hence excluded and shall not apply to purchases governed by this Policy. The Policy has been drafted for publication on Highsoft's website for business customers and other professional readers, and it should be interpreted in conjunction with the relevant license documents referenced herein.

Covered Products and Services

This Policy covers all purchases of: (a) perpetual licenses to Highsoft software under Highsoft's Standard-, Custom-, Enterprise- and Master License Agreements; (b) time-limited annual/subscription licenses under Highsoft's Annual License Terms and Conditions; and (c) maintenance and support services provided through Highcharts Advantage under any such agreement as mentioned in (a) and (b) (whether as subscription-based Auto-Renewal or an Optional Fixed Advantage Period). The nature and scope of such offerings, including without limitation the provisions regarding Delivery Date, enrollment, renewals and entitlements, are governed and shall be defined solely by the applicable license agreement/-T&C's.

Cut-off time and general rule

All purchases from Highsoft are final and irrevocable at the earliest of:

a) the time when the Software is made available for download/access, and

b) the time when the applicable license term, subscription term, or Advantage Period begins as set forth in the applicable license agreement/-T&C's.

In general, customers may cancel only to prevent future renewal; once access to software has been granted or an agreed term has commenced, cancellation and refunds are no longer available.

No-Refund Policy

All License Fees, Advantage Fees and any other agreed fees are non-refundable as from the Cut-off time defined above. From this point of time and on, licenses cannot be cancelled and no refunds are available except where a Limited Exception applies.

- Perpetual licenses: Perpetual licenses confer a right to use the applicable Releases obtained during valid Highcharts Advantage enrollment; fees become due upon purchase and are non-refundable once the Software has been made available for download/access by the customer (regardless of whether or not any download or use has been performed by the customer). Any subsequent access to new Releases is contingent on enrollment in Highcharts Advantage and associated fees, which are likewise non-refundable once the relevant Advantage Period has commenced.
- Annual/subscription licenses: Annual licenses are time-limited and renew automatically. Once a term or new term has started, applicable fees are non-refundable. Licensee may stop renewal for future renewals only, provided that timely notice is given pursuant to the Applicable license agreement/-T&C's.
- Highcharts Advantage: Enrollment applies for fixed time periods (12-month Advantage Periods or Optional Fixed Advantage Period) and is non-cancellable and fees are non-refundable once the period or new period has commenced (regardless of whether or not any services have yet been performed under the period or new period).

Limited Exceptions

Highsoft may choose to grant a refund only in the following limited circumstances:

- Duplicate payment or manifest billing error: If Highsoft verifies a duplicate payment or a clear invoicing error, Highsoft will correct the error, which may include issuing a refund of the erroneous amount. This correction will be made in line with the invoicing and payment provisions of the governing license terms.
- Mandatory legal requirement: Where a refund is expressly required by mandatory provisions of applicable Norwegian law or EU law governing B2B transactions, Highsoft will comply to the minimum extent required. This Policy does not extend or create any rights beyond such mandatory requirements.
- Specific remedy under the license agreements: If and only to the extent the applicable license expressly provides for a refund as a unique remedy—for example, in the event a final court ruling holds that the Licensed Software infringes a third-party copyright and Highsoft determines that obtaining rights or modifying the software is not feasible—Highsoft may refund invoiced amounts as expressly provided in the relevant license agreement/-T&C's, and such license terms shall govern exclusively.

No Other Refunds or Withdrawal Rights

Except as set out under "Limited Exceptions", Highsoft does not offer refunds, credits, cancellations, chargebacks, satisfaction guarantees, or discretionary goodwill refunds. There are no consumer-style withdrawal rights under this Policy. Enrollment choices such as Auto-Renewal or Optional Fixed Advantage Periods, renewal mechanics, and entitlements are defined and limited by the applicable license agreement/-T&C's and do not create any refund rights.

Administrative Process for Exception Requests

Any request falling within a Limited Exception must be submitted in writing to Highsoft with supporting documentation sufficient for verification. Highsoft may request additional information reasonably necessary to assess the request. If approved, refunds will be processed using the original payment method where feasible; if not feasible, Highsoft may process via an alternative reasonable method consistent with the payment provisions of the governing license terms.

Relationship to License Agreements

This Refund Policy is subordinate to, and forms part of the contractual framework established by the applicable Highsoft license document(s), including the Standard-, Custom and Master License Agreement (perpetual licensing and subscription to Highcharts Advantage) and the Annual License Terms and Conditions (time-limited licenses and Highcharts Advantage included therein). In case of any conflict or inconsistency, the license terms of the applicable Highsoft license document(s) shall prevail. Provisions concerning entire agreement, battle of forms, and amendments in the relevant license documents continue to govern and limit any deviation from those terms.

Governing Law and Dispute Resolution

This Refund Policy is governed by Norwegian law. Any dispute, controversy, or claim arising out of or in connection with this Policy shall be subject to the venue provisions of the applicable Highsoft license agreement, which designate the regular courts of Norway and, in the first instance, Sogn og Fjordane District Court (Sogn og Fjordane tingrett), as the exclusive legal venue.

Changes to this Policy

Highsoft may at its own sole discretion update this Refund Policy from time to time to reflect, inter alia, changes in applicable law, business model, or support framework. Any updates will be effective upon publication on Highsoft's website and will not retroactively modify the express remedies or rights granted in the governing license agreements unless agreed in writing or required by mandatory law. Provisions in the license documents governing amendments to license or support models continue to apply.

Contact

For questions regarding this Refund Policy or to submit an exception request, please contact Highsoft at finance@highsoft.com, or alternatively, using the notice details provided in the applicable license document or as published on the Highsoft website.