Before the Arbiter for Financial Services

Case ASF 025/2026

xw

(the 'Complainant')

vs

Foris MT Limited

Reg. No. C90348

(the 'Service Provider' or 'Foris')

Sitting of 12 November 2026

The Arbiter,

Having considered in its entirety the Complaint filed on 19 January 2026[1],

The Complaint

Where, in summary, the Complainant claimed that Foris have refused to refund eight payments of €48.90 each, amounting in total to €391.20, which were abusively charged to his card account without his authority. These payments were charged monthly between April and November 2025.

He admits he had authorised a payment of €0.50 to the same Merchant beneficiary a day before the first monthly charge of April 2025 was affected, but he denies having authorised the other eight monthly payments.

He stated:

"On 13 April 2025, I authorized an initial transaction of €0.50, which was OTP/3DS authenticated. I do not dispute this initial transaction. However,

[1] Pages (p.) 1 - 7 and attachments p. 8 - 39

following this payment, multiple subsequent charges were applied by the same merchant. These later charges were not clearly disclosed at the time of the initial transaction, and I was never clearly informed that authorizing a €0.50 payment would result in additional charges or a subscription. I never knowingly agreed to any subscription or recurring billing.[2]***"***

By way of resolution, he seeks a refund of €391.20.

Reply

In their reply,[3] Service Provider make reference only to the last payment of €48.90 made in November 2025 and explain that as a prior payment on 12 April 2025 was made to the same merchant by OTP/3DS (One Time Password/3D Secure), the payment was considered as similarly authorised and impossible to charge back in accordance with card rules. In the proceedings it was clarified that the same reply applies to all the eight disputed monthly payments.

Hearings

At the first hearing held on 22 July 2026, it was explained by Complainant that the merchant had refunded the last four monthly payments and consequently the complaint reduces to 4 x €48.90 = €195.60.

Under cross-examination, he stated:

> ***"It is said that the refund was given from the merchant, IQ Find.***
>
> ***I say, this is correct.***
>
> ***It is pointed out that IQ Find would have given me a training plan, and I would have been asked to pay 50 cents for the results of some IQ test for the initial 24 hours, and then a full fee of €49.70 per month for this subscription. And that is why I was charged the same amount every month by the merchant.***
>
> ***Asked whether this is correct, I say, yes, this is correct.***

[2] P. 3
[3] P. 43 - 45

Asked whether it is correct to say that the merchant imposed the subscription, I say, yes.

It is said that I had a monthly subscription from April to August of the same amounts and I contacted Crypto.com in or around November 2025.

It is said that in April, May, June, July, August, September and October, there was never any transaction refund request to Crypto.com, and I made my request in or around November.

Asked whether this is correct, I say that this is correct. But I want to clarify something that my card, because I use a prepaid card, I was uploading various amounts throughout the year. When the merchant was charging me, I wasn't receiving any OTP or any message or anything that I am being charged. That is why I did not notice the charges before. I noticed them only in November. That is when I contacted Crypto and the merchant and I cancelled my subscription with them, the subscription that they were seeing.

I confirm that the €0.50 initially charged for the first 24 hours were authorised by me.

I say that my understanding was that I was going to be charged that amount only for the online test that I made.

Asked whether these IQ test links were sent from the same merchant and asked whether the training program was provided to me through these ebook links which I never accessed, I say, yes. The emails were sent by the merchant directly to the email I submitted when I first contacted them.

It is said that I was receiving some form of ebook links which I did not access, I say, that is correct.

Asked whether these were all sent by the merchant, I say, yes.[4]***"***

[4] P. 48 - 49

A second hearing was held on 14 September 2026, where Pema Fung, on behalf of Foris, stated:

> ***"I say that the Complainant was approved for the use of his Crypto.com prepaid Visa card on the 20th of December of 2021. On the 14th of December[5], the Complainant raised a transaction dispute through the self-service function available via the Crypto.com app to dispute a single transaction of €48.90. This transaction was dated the 13th of November 2025 and was made towards the merchant 'HPY StarIQFind.co'. We have included a copy of this card dispute in our initial reply.***
>
> ***The dispute was escalated to our chargebacks team, who, following procedure, reviewed the dispute and found that we are unable to honour the Complainant's request for a refund. The Service Provider would like to highlight that before the disputed transaction dated 13th of November 2025, eight previous successful transactions had been made towards the same merchant, with the first of the transactions dated 12th of April 2025, which was for 50 cents, being 'OTP3DS authenticated'.***
>
> ***Now, this first transaction is not disputed by the Complainant. Further, seven monthly charges of €48.9 each were successfully made between April and October 2025, before the Complainant raised the dispute regarding the transaction dated 13th November 2025.***
>
> ***We do understand and acknowledge that the complaint now before the Arbiter is for a request, to refund all eight monthly charges of €48.90. And we understand that the Complainant has received a refund from the merchant of four of these charges. The Complainant under cross-examine acknowledged that, when signing up for the training plan from IQFind, the merchant, the payment was for 50 cents for the initial 24 hours, and €49.70, which is the current price, but it should have been €48.90 at the***

[5] In reality, it is 14 November

time the Complainant signed up for this service. €48.9 euros would be charged per month for the subscription.

The Complainant also agreed that this is why he was charged the same amount every month by the merchant. The Complainant also acknowledges that he was sent e-book links from the merchant, from time to time, that he never accessed or used.

So, the Service provider would submit that for 7 months, the Complainant had paid a monthly fee of €48.90 euros, and continued to receive e-book links for products made available to him because of this continued paid subscription. In addition to this, in between each monthly charge of €48.90 euros. The Complainant continued to repeatedly recharge his prepaid Crypto.com prepaid Visa card account.

The Service Provider therefore submits that it should not be held liable to refund the Complainant for an ongoing eight-month subscription for a service for which he continued to receive products in the form of links to e-books, but himself decided not to access or use.

I am referred by Dr Bencini to page 8 of the complaint file, the Complainant in his email to Crypto, dated 30th December 2025, he claims that his disappointment is, on the fact that there was no clear disclosure of information with regard to, the subscription, and he says 'My dispute concerns only the subsequent charges. These charges were applied without clear disclosure, without transparent information, and without my informed consent any subscription or recurring payments'.[6]***"***

Following the hearing, Foris sent a screenshot of the subscription plan giving a 24-hour trial for €0.50 and a monthly subscription of €49.70 thereafter.[7]

Complainant sent copies of his exchanges with the merchant starting 14 May 2026 (six months after the last monthly charge) which led to the refund of the

[6] P. 50 - 51
[7] P. 54

last four monthly payments and refusal to make additional refunds for the first four payments[8].

Final submissions

In his final submissions, Complainant confirmed he only noticed the monthly payments in November 2025 (after the last payment) explaining why he did not take steps to cancel the subscription earlier. He also confirmed receiving a monthly subscription link from the Merchant which he never opened. He continued to demand refunds arguing the payments were not authorised.

In their final submissions, Foris repeated their stance and stated:

"10. The Complainant acknowledges that the Merchant sent him e-book links from time to time, which he never accessed or used. The products were therefore made available to him as a result of the continued paid subscription, and his decision not to access or use them does not render the corresponding charges unauthorised.

11. Furthermore, seven monthly charges of €48.90 were successfully made between April and October 2025 before the Complainant raised any dispute, and in between each monthly charge the Complainant continued repeatedly to recharge his Card. The charges were visible in the Card's transaction history, which the Complainant claims to have reviewed only in November 2025. The Complainant's explanation that he loads the Card with larger amounts, such that the charges were not immediately noticeable, does not shift to the Respondent the responsibility for monitoring his own account.[9]"

…..

"14. In summary, the Respondent submits that the initial transaction was OTP 3D Secure authenticated and is not disputed, that the subsequent charges were processed as subscription transactions linked to that authenticated payment, as the Complainant himself concedes, and that the Complainant acknowledged that the training plan carried a monthly fee of €48.90 after the 24-hour trial.

[8] P. 56 - 61
[9] P. 67

Any complaint about the Merchant's disclosure or consent records is a matter between the Complainant and the Merchant.

15. On the balance of the foregoing, and on the basis of what is fair, equitable and reasonable in the particular circumstances and substantive merits of the case, the Respondent respectfully requests the Arbiter to reject the Complaint in its entirety, with costs to be borne by the Complainant.[10]***"***

Analysis and considerations

The Arbiter sees no basis justifying the claimed refund considering that:

1. On subscription it was pretty evident that after the one-day low fee trial period a monthly instalment of €48.90 would kick in.
2. The first payment was authorised by 3DS so it was normal practice that similar monthly charges would not need to be specifically re-authorised by 3DS.
3. Complainant admitted receiving the monthly subscription e-book link from the Merchant.
4. Complainant only opened a complaint with Foris in November 2025 after the eighth monthly instalment was charged.
5. Complainant had ample opportunity to check his card statement to see the charges he is complaining about and stop them in good time.
6. Merchant has refunded the last four instalment payments, giving evidence that if he had acted responsibly to stop the subscription in time, he would not have suffered any loss.

Decision

The Arbiter is obliged by Article 19(3) of CAP. 555 of the Laws of Malta to determine and adjudge a complaint by reference to what, in his opinion, is fair, equitable and reasonable in the particular circumstances and substantive merits of the case.

[10] P. 67 - 68

For reasons above explained, the Arbiter is dismissing this complaint and orders the parties to carry their costs of these proceedings.

Alfred Mifsud
Arbiter for Financial Services

Information Note related to the Arbiter's decision

Right of Appeal

The Arbiter's Decision is legally binding on the parties, subject only to the right of an appeal regulated by article 27 of the Arbiter for Financial Services Act (Cap. 555) ('the Act') to the Court of Appeal (Inferior Jurisdiction), not later than twenty (20) days from the date of notification of the Decision or, in the event of a request for clarification or correction of the Decision requested in terms of article 26(4) of the Act, from the date of notification of such interpretation or clarification or correction as provided for under article 27(3) of the Act.

Any requests for clarification of the award or requests to correct any errors in computation or clerical or typographical or similar errors requested in terms of article 26(4) of the Act, are to be filed with the Arbiter, with a copy to the other party, within fifteen (15) days from notification of the Decision in terms of the said article.

In accordance with established practice, the Arbiter's Decision will be uploaded on the OAFS website on expiration of the period for appeal. Personal details of the Complainant(s) will be anonymised in terms of article 11(1)(f) of the Act.