

Refund Eligibility and Processing Policy

SECTION 1. INTRODUCTION AND APPLICABILITY

1.1 Purpose and Scope

1.1.1 This **Refund Eligibility and Processing Policy** supplements and forms part of the Service Usage Policy governing your access to and use of the Company's Platform and Services.

1.1.2 This Policy establishes the principles, eligibility requirements, procedures, and limitations applicable to requests for the return of deposited funds, payment reversals, and other refund-related matters.

1.1.3 The Company maintains refund procedures to promote fairness, operational integrity, regulatory compliance, and the prevention of fraudulent or abusive activities.

1.1.4 By funding an Account, submitting a payment, requesting a refund, or otherwise using the Services, you acknowledge that you have reviewed, understood, and accepted the provisions contained within this Policy.

1.1.5 Nothing contained in this Policy shall be interpreted as creating an automatic entitlement to a refund under any circumstances.

SECTION 2. REFUND ELIGIBILITY

2.1 General Eligibility Requirements

2.1.1 All refund requests are subject to review, verification, and approval by the Company.

2.1.2 Refund requests shall be assessed on an individual basis, taking into consideration the circumstances of the transaction, applicable regulatory obligations, account activity, and compliance requirements.

2.1.3 The Company reserves the right, at its sole discretion, to approve, reject, partially approve, defer, or otherwise determine the outcome of any refund request.

2.1.4 Submission of a refund request does not constitute acceptance, approval, or confirmation that a refund will be issued.

2.2 Refund Request Period

2.2.1 Subject to applicable laws and regulatory obligations, refund requests must generally be submitted within fourteen (14) calendar days of Account registration.

2.2.2 Requests submitted after the applicable eligibility period may be declined without further review.

2.2.3 The Company reserves the right to consider exceptional circumstances where required by law, regulatory requirements, or internal compliance procedures.

2.3 Eligible Refund Circumstances

2.3.1 Refunds may be considered in circumstances including, but not limited to:

- (a) duplicate payments;
- (b) confirmed payment processing errors;
- (c) unauthorized transactions verified through investigation;
- (d) technical payment failures resulting in unintended deposits; or

(e) other circumstances determined by the Company to warrant review.

2.3.2 The Company may require supporting documentation before any determination is made regarding eligibility.

2.4 Non-Eligible Refund Circumstances

2.4.1 Refunds shall generally not be granted in connection with:

- (a) trading losses;
- (b) unfavorable market movements;
- (c) unsuccessful trading strategies;
- (d) changes in market conditions;
- (e) user error in trading decisions; or
- (f) dissatisfaction with trading outcomes.

2.4.2 All trading activities undertaken through the Platform are conducted at the User's own discretion and risk.

2.4.3 Financial losses resulting from market exposure do not constitute valid grounds for a refund.

SECTION 3. ACCOUNT STATUS AND COMPLIANCE REVIEW

3.1 Account Restrictions

3.1.1 Refund requests may be denied where an Account has been suspended, restricted, terminated, frozen, or is otherwise subject to internal review.

3.1.2 The Company reserves the right to postpone consideration of any refund request while compliance reviews, investigations, disputes, or regulatory inquiries remain unresolved.

3.2 AML and Source of Funds Compliance

3.2.1 All refund requests remain subject to the Company's anti-money laundering, counter-terrorist financing, sanctions screening, source of funds verification, and know-your-customer procedures.

3.2.2 The Company may request documentation or information necessary to verify the legitimacy of deposited funds and the identity of the requesting User.

3.2.3 Failure to provide requested information may result in delays, suspension of review, or rejection of the refund request.

3.3 Verification Requirements

3.3.1 Prior to processing any refund, the Company may require verification of identity, payment ownership, account ownership, source of funds, transaction history, or other relevant information.

3.3.2 Refund processing may be withheld until all verification requirements have been satisfied.

SECTION 4. REFUND PROCESSING PROCEDURES

4.1 Refund Methodology

4.1.1 Approved refunds will generally be returned through the original payment method used for the relevant transaction whenever reasonably practicable.

4.1.2 Where the original payment method is unavailable, restricted, expired, or otherwise unsuitable, the Company may determine an alternative payment method in accordance with applicable legal and compliance requirements.

4.1.3 Any alternative payment destination must belong to the verified User and satisfy all applicable verification requirements.

4.2 Processing Timeframes

4.2.1 Following approval, the Company will generally initiate refund processing within seven (7) Business Days.

4.2.2 Actual receipt of funds may depend upon the policies, processing times, operational procedures, and banking systems of third-party payment providers.

4.2.3 In certain circumstances, final receipt of funds may require up to thirty (30) Business Days or such longer period as may be reasonably required by external financial institutions.

4.3 Partial Refund Determinations

4.3.1 The Company reserves the right to approve a refund in full or in part where circumstances warrant a partial reimbursement.

4.3.2 Partial determinations may be made where only a portion of the disputed funds satisfy eligibility requirements.

SECTION 5. FRAUD PREVENTION AND PAYMENT DISPUTES

5.1 Fraud and Suspicious Activity

5.1.1 The Company may suspend, delay, reject, or reverse refund processing where fraud, abuse, money laundering concerns, unauthorized activity, or other suspicious circumstances are identified.

5.1.2 Refund reviews may remain pending until internal investigations have been completed.

5.1.3 Where required by law, information may be disclosed to regulatory authorities, law enforcement agencies, financial institutions, or other competent authorities.

5.2 Chargebacks and Payment Disputes

5.2.1 Users should contact the Company directly regarding refund-related concerns before initiating chargebacks or payment disputes through third-party financial institutions.

5.2.2 The Company reserves the right to suspend Services, restrict Accounts, or take appropriate action where chargeback activity is determined to be abusive, fraudulent, or inconsistent with the Service Usage Policy.

SECTION 6. FEES, COSTS, AND THIRD-PARTY DEDUCTIONS

6.1 Processing Charges

6.1.1 The Company does not ordinarily impose administrative fees solely for processing approved refund requests.

6.1.2 External fees, currency conversion costs, intermediary charges, banking fees, payment processor deductions, or similar costs may nevertheless apply.

6.1.3 Such external charges are outside the Company's control and shall be borne solely by the User.

SECTION 7. USER RESPONSIBILITIES

7.1 Accuracy of Information

7.1.1 Users are responsible for ensuring that all information submitted in connection with a refund request is accurate, complete, current, and verifiable.

7.1.2 Inaccurate, incomplete, inconsistent, or unverifiable information may result in delays, suspension of processing, or rejection of a refund request.

7.2 User Cooperation Obligations

7.2.1 Users must cooperate with reasonable requests for information, documentation, or clarification during the refund review process.

7.2.2 Failure to cooperate may result in closure of the review process or rejection of the request.

SECTION 8. LIMITATION OF LIABILITY

8.1 Processing Limitations

8.1.1 The Company shall not be liable for delays, interruptions, failures, or losses resulting from actions or omissions of banks, payment providers, financial institutions, or other third parties involved in refund processing.

8.1.2 The Company shall not be responsible for delays caused by force majeure events, cybersecurity incidents, telecommunications failures, regulatory interventions, banking disruptions, natural disasters, or other circumstances beyond its reasonable control.

SECTION 9. RECORDS, AMENDMENTS, AND POLICY ADMINISTRATION

9.1 Record Retention and Audit Rights

9.1.1 The Company may retain records relating to refund requests, supporting documentation, communications, and determinations for compliance, audit, legal, operational, and regulatory purposes.

9.1.2 Users acknowledge that refund-related information may be reviewed as part of internal audits, compliance assessments, or regulatory inspections.

9.2 Policy Amendments

9.2.1 The Company reserves the right to amend, revise, supplement, replace, or update this Policy at any time.

9.2.2 Any amendments shall become effective upon publication through the Platform or other communication channels designated by the Company.

9.2.3 Continued use of the Services following publication of amendments constitutes acceptance of the updated Policy.

SECTION 10. USER ACKNOWLEDGEMENT

10.1 Acceptance of Policy

10.1.1 By accessing or using the Services, funding an Account, or submitting a refund request, you acknowledge that you have read and understood this Refund Eligibility and Processing Policy.

10.1.2 You acknowledge that refund requests are subject to review, verification, compliance requirements, and the Company's discretionary assessment procedures.

10.1.3 You agree to comply with this Policy and accept that eligibility for a refund is not guaranteed.

