

# Account Credit and Refund Procedure

## Overview Statement

The *Account Credit and Refund Procedure* serves to outline the Company's approach to handling refund requests and credit adjustments in connection with deposits made to trading accounts. This Procedure ensures that all requests are treated in a fair, transparent, and consistent manner while safeguarding the Company from fraudulent, speculative, or abusive practices.

It supports the Company's commitment to financial integrity, client satisfaction, and regulatory compliance by clearly defining eligibility parameters, documentation standards, and timelines associated with refund processing. The Company implements this Procedure as part of its broader governance framework and risk management practices.

## Application

This Procedure applies to:

- All individual and institutional Clients who have deposited funds into a trading account with the Company, regardless of jurisdiction, subject to applicable regulatory limitations.
- Any refund-related communication, request, or escalation initiated by Clients or their authorized representatives.
- Cases involving duplicate payments, erroneous transactions, inactive accounts, or refund entitlements arising from exceptional circumstances (e.g., account closures, service disruptions, or regulatory interventions).

This Procedure **does not apply** to:

- Reimbursements related to trading losses, performance outcomes, or market-driven positions;
- Third-party transactions or payments made outside the Company's verified channels;
- Clients whose accounts are subject to fraud investigations, policy violations, or unresolved compliance concerns.

By accessing or using the Company's platform and services, all Clients expressly agree to be bound by the provisions contained herein, and acknowledge that refund determinations are made at the sole discretion of the Company, based on the facts and documentation presented.

## Definitions

1. **Company:** The legal entity providing trading services and administering this Procedure.
2. **Client:** Any individual or institutional user who has deposited funds into a trading account with the Company.
3. **Refund:** The return of deposited funds to the Client, subject to the terms outlined in this Procedure.
4. **Duplicate Payment:** An unintentional repeat deposit made by a Client via the same payment channel for the same amount or purpose.
5. **Trading Account:** The account established by the Client on the Company's platform for conducting financial transactions.
6. **Business Day:** Any day excluding weekends and official public holidays in the Company's principal place of business.
7. **Force Majeure:** Events outside the reasonable control of the Company, including but not limited to natural disasters, political unrest, systemic outages, or cyberattacks.
8. **Verified Payment Channel:** A payment method recognized and approved by the Company for deposit and withdrawal purposes.
9. **Refund Request:** A formal communication submitted by a Client or authorized representative seeking the return of funds.

## Part A: Scope and General Principles

### Section 1.1: Purpose and Coverage

This Account Credit and Refund Procedure (the "Procedure") outlines the principles, terms, and steps involved in evaluating and processing refund requests related to deposits made to client trading accounts maintained with the Company. By initiating financial transactions with the Company, the Client affirms full understanding of, and agreement with, the contents of this Procedure.

### Section 1.2: Relationship to Other Policies

Eligibility for refunds is contingent on the Client's compliance with the Company's Terms of Use, trading policies, and all contractual obligations. This Procedure must be read in conjunction with those terms, which shall prevail in case of any conflict.

### Section 1.3: Discretionary Nature of Refunds

All refund evaluations and outcomes are subject to the Company's sole and exclusive

discretion. Refunds are not automatic entitlements and may be withheld if the request contradicts internal policies, regulatory obligations, or risk management considerations.

## **Part B: Refund Eligibility and Request Requirements**

### **Section 2.1: Submission Timeframe**

Clients must submit refund requests no later than fourteen (14) calendar days from the date their trading account was activated. Requests made beyond this period will be considered invalid and will not be processed.

### **Section 2.2: Ineligible Account Statuses**

Accounts that are flagged for violations of Company terms—including accounts that are suspended, terminated, or under investigation—shall be categorically excluded from refund eligibility.

### **Section 2.3: Documentation Standards**

Each refund request must include full and accurate supporting information as required by the Company, which may include account details, transaction reference numbers, and a formal written justification. Requests lacking complete data may result in delays, further verification, or outright rejection. Where a refund request is incomplete, the Company will notify the Client and provide a reasonable opportunity to correct the deficiencies before rejecting the request.

### **Section 2.4: Responsibility for External Charges**

The Company disclaims responsibility for any fees, currency conversion costs, or intermediary charges imposed by banks or payment providers. These are to be borne solely by the Client.

### **Section 2.5: Duplicate Payment Scenarios**

In instances where a Client inadvertently submits duplicate deposits, the Company may issue a refund of the surplus amount following verification, provided that the account is in good standing and no trading activity has occurred using the duplicated funds.

## **Part C: Review, Approval, and Disbursement Process**

### **Section 3.1: Processing Timeline**

Upon receipt of a complete and compliant request, the Company will review and, if approved, initiate the refund within seven (7) business days. The final crediting of funds to the Client's account may be subject to delays depending on third-party payment processors or financial institutions.

### **Section 3.2: Payment Channels**

Refunds shall be remitted to the same payment method originally used for the deposit. In

circumstances where the original method is no longer operational, the Company reserves the right to select an alternate payment channel in consultation with the Client and subject to verification.

### **Section 3.3: Force Majeure and Processing Exceptions**

The Company shall not be held liable for refund delays resulting from force majeure events, third-party technical disruptions, or systemic outages that are outside of its control.

### **Section 3.4: Partial Refunds**

Where applicable, the Company may authorize partial refunds if a portion of the deposited funds was already used for trading activity, or if regulatory deductions are required. Partial refund amounts shall exclude any used margin, trading losses, or applicable processing fees incurred prior to the refund request.

## **Part D: Amendments, Waivers, and Legal Position**

### **Section 4.1: Right to Amend**

This Procedure is subject to amendment at the sole discretion of the Company. Revisions shall take effect immediately upon publication via the Company's official website or through any recognized communication platform.

### **Section 4.2: Legal Waiver**

By submitting a refund request, the Client acknowledges that refunds are issued on a goodwill basis and waives any future claims against the Company for denied or delayed requests, except where explicitly guaranteed in writing.

### **Section 4.3: Refunds and Regulatory Reporting**

Refunds exceeding a predetermined threshold may be subject to regulatory reporting and/or Know-Your-Customer (KYC) revalidation procedures, in accordance with applicable compliance requirements.