



Refund Policy and Procedures

I. Purpose and Regulatory Context

This Refund Policy and Procedures (**the "Policy"**) establishes the framework governing the circumstances under which the Company may, at its sole discretion, authorize the return of deposited funds to a Client.

This Policy forms an integral part of the contractual relationship between the Client and the Company and shall be read in conjunction with the Service Terms, AML/KYC Policy, Payment Policy, and all related legal documentation.

Engagement with the Company's Services constitutes express confirmation that you have reviewed, understood, and agreed to be bound by the provisions contained herein.

II. General Principles Governing Refunds

The Company does not operate as a deposit-taking institution and does not provide unconditional return rights for funds used for trading purposes. Refunds are exceptional remedies and are not automatic.

Any request for a refund shall:

- Be subject to internal compliance review;
- Be assessed against regulatory obligations;
- Be evaluated in light of account status, transaction history, and risk indicators;
- Be processed strictly at the Company's discretion.

The Company may approve, partially approve, conditionally approve, or reject any request without obligation to provide detailed justification, except where required under applicable law.



III. Eligibility Window

Applications for refund consideration must be submitted within fourteen (14) calendar days from the date of initial account registration.

Requests received beyond this period shall not qualify for refund processing and shall instead be governed by standard withdrawal procedures.

Submission of a refund request does not create an entitlement to reimbursement and does not suspend the Client's trading obligations.

IV. Non-Refundable Circumstances

Under no circumstances shall refunds be granted in relation to:

- Trading losses arising from executed transactions;
- Market volatility or adverse price movement;
- Strategic trading decisions voluntarily undertaken by the Client;
- Margin liquidations triggered by insufficient equity;
- Slippage, gapping, or execution delays inherent in financial markets.

All trading activity is initiated at the Client's discretion and risk. Losses incurred as a result of market participation shall not constitute valid grounds for reimbursement.

V. Limited Grounds for Refund Consideration

Refund consideration may be extended in limited and exceptional situations, including but not limited to:

- Duplicate deposit transactions;



- Technical processing errors;
- Demonstrably unauthorized payment transactions;
- Erroneous overpayments attributable to administrative or system malfunction.

In all such cases, supporting documentation may be required, including payment confirmations, bank statements, identification records, and written declarations.

VI. Compliance and Account Status Restrictions

Refund requests will not be processed where:

- The Client's account is under compliance review;
- The account has been suspended or terminated for breach of the Service Terms;
- There are unresolved disputes, chargebacks, or regulatory inquiries;
- AML/KYC verification remains incomplete or inconclusive.

Where fraudulent, abusive, or suspicious conduct is reasonably suspected, refund processing may be suspended indefinitely pending investigation.

The Company reserves the right to report suspicious transactions to relevant regulatory or law enforcement authorities where required.

VII. Payment Method and Processing Mechanics

Approved refunds shall, wherever operationally feasible, be returned via the original funding source.

Where the original method is unavailable due to regulatory, technical, or operational constraints, the Company may utilize an alternative verified payment channel, provided:



- Ownership of the destination account is verified;
- AML/KYC compliance requirements are satisfied;
- No regulatory prohibitions apply.

Processing timelines are dependent upon banking institutions and third-party payment service providers. The Company shall initiate approved refunds within seven (7) business days. However, receipt of funds may take up to thirty (30) business days, subject to external processing cycles.

VIII. Fees and Third-Party Deductions

The Company does not impose administrative fees for approved refunds. However, intermediary banks, card networks, or payment processors may deduct service charges or currency conversion fees. Such external charges remain the sole responsibility of the Client.

IX. Suspension and Investigation Authority

Where reasonable suspicion arises concerning:

- Fraudulent activity,
- Identity misrepresentation,
- Payment abuse,
- Chargeback manipulation,
- Sanctions violations,

the Company may delay, withhold, or deny refund processing pending completion of compliance review.

This authority applies irrespective of the refund request submission date.



X. Force Majeure and External Disruption

The Company shall not be liable for delays, interruptions, or failure in refund processing resulting from events beyond its reasonable control, including but not limited to:

- Banking disruptions,
- Cybersecurity incidents,
- Regulatory intervention,
- Payment network suspension,
- Natural disasters,
- Geopolitical instability.

XI. Accuracy of Information

Clients are responsible for submitting complete, accurate, and verifiable information when requesting refunds.

Incomplete or inconsistent documentation may result in rejection or processing delay. Misrepresentation may lead to permanent account restriction and possible legal action.

XII. Policy Amendments

The Company retains the right to revise, amend, or replace this Policy at its discretion.

Updated versions shall become effective upon publication on the Company's official website. Continued use of the Services constitutes acceptance of any such amendments.



XIII. Client Confirmation

By utilizing the Company's Services and initiating transactions, you acknowledge and confirm that:

- You understand refunds are discretionary and exceptional;
- You accept that trading losses are non-refundable;
- You agree to comply with compliance verification requirements;
- You undertake full responsibility for the accuracy of information provided;
- You understand that refunds are processed subject to regulatory obligations and internal review.