



# PAYMENT REVERSAL AND REIMBURSEMENT POLICY

*Last Updated: April 14, 2026*

## **1. GENERAL PROVISIONS**

### **1.1 Purpose and Scope of Policy**

This Payment Reversal and Reimbursement Policy (*the “Policy”*) establishes the governing rules, procedures, and conditions under which the Company may review, approve, or decline requests relating to the reversal of payments and/or reimbursement of funds credited to a Client’s trading account.

This Policy is intended to provide a structured and controlled framework to ensure that all such requests are handled in a consistent, transparent, and compliant manner, taking into account regulatory obligations, operational constraints, and the Company’s internal risk management standards.

### **1.2 Legal Effect and Integration with Other Agreements**

This Policy forms an integral part of the Company’s General Service Agreement and shall be read in conjunction with all related policies, including but not limited to the AML and CTF Compliance Policy, Risk Assumption and Disclosure Statement, and Terms governing account funding and withdrawals.

In the event of any inconsistency, the Company reserves the right to interpret and apply this Policy in a manner consistent with applicable laws and its internal compliance obligations.

### **1.3 Client Acknowledgment and Acceptance**

By initiating any transaction with the Company or submitting a request for payment reversal or reimbursement, the Client confirms that they have reviewed, understood, and agreed to the terms set forth in this Policy.

The Client further acknowledges that eligibility for any reversal or reimbursement is conditional and subject to strict compliance with all applicable contractual, operational, and regulatory requirements.



#### **1.4 Discretionary Authority of the Company**

All determinations relating to payment reversal or reimbursement requests shall be made at the sole and absolute discretion of the Company.

The Company reserves the right to approve, reject, suspend, or revoke any request where it determines that such request is inconsistent with this Policy, the General Service Agreement, applicable laws, or internal compliance standards.

## **2. ELIGIBILITY CRITERIA AND SUBMISSION REQUIREMENTS**

### **2.1 Submission Timeline Requirements**

Requests for payment reversal or reimbursement must be submitted within a defined timeframe determined by the Company, calculated from the date of the original transaction or account registration, as applicable.

Requests submitted outside of the prescribed timeframe may be deemed invalid and may not be considered for review.

### **2.2 Conditions Affecting Eligibility**

Eligibility for reimbursement or reversal is subject to the status of the Client's account and compliance with all applicable terms.

Requests may be denied in circumstances including, but not limited to:

- ❑ Account suspension, restriction, or termination due to policy violations;
- ❑ Breach of contractual obligations or misuse of services;
- ❑ Ongoing investigations or compliance reviews;
- ❑ Evidence of fraudulent, abusive, or manipulative conduct.

### **2.3 Submission Standards and Documentation**

All requests must be submitted through the Company's designated communication channels and must include complete, accurate, and verifiable information.



The Company may require supporting documentation, including transaction records, payment confirmations, identity verification, and any other information deemed necessary to evaluate the request.

Failure to provide adequate documentation may result in rejection or delay of the request.

#### **2.4 Responsibility for Third-Party Charges**

The Client acknowledges that any fees, charges, or costs imposed by third-party financial institutions, banks, or payment service providers in connection with a payment reversal or reimbursement shall be borne solely by the Client.

The Company shall not be held liable for such external costs or deductions.

#### **2.5 Prohibition of Abuse of Reversal Mechanisms**

Any attempt to misuse, exploit, or abuse payment reversal processes, including unjustified chargebacks or fraudulent claims, shall constitute a material breach of the Agreement and may result in account suspension, termination, and potential legal action.

### **3. PROCESSING, METHODS, AND LIMITATIONS**

#### **3.1 Review and Approval Process**

Upon receipt of a valid request, the Company shall conduct a review in accordance with its internal procedures, compliance requirements, and risk assessment protocols.

The Company may request additional information or documentation during the review process and reserves the right to suspend processing until such requirements are satisfied.

#### **3.2 Processing Timeframes**

Where a request is approved, the Company shall initiate processing within a reasonable operational timeframe.

However, the actual completion of the transaction is dependent on external financial institutions and payment service providers, and may be subject to delays beyond the Company's control.



### **3.3 Method of Reimbursement or Reversal**

Where feasible, payments shall be returned using the original funding method utilized by the Client.

In cases where such method is unavailable, restricted, or impractical, the Company reserves the right to determine an alternative method of reimbursement, subject to compliance verification and operational feasibility.

### **3.4 External Processing Delays and Limitations**

The Client acknowledges that delays may occur due to factors including, but not limited to, banking procedures, payment processor limitations, technical issues, or cross-border transfer requirements.

The Company shall not be held liable for any delay or failure attributable to such external factors.

### **3.5 Partial Reimbursements and Adjustments**

The Company reserves the right to issue partial reimbursements where applicable, including cases involving prior withdrawals, applied fees, trading losses, or adjustments required under the Company's policies.

### **3.6 Currency Conversion and Exchange Differences**

Where a reimbursement involves currency conversion, the applicable exchange rate shall be determined at the time of processing.

The Client acknowledges that exchange rate fluctuations may result in differences between the original deposited amount and the reimbursed amount.

## **4. LIMITATIONS, RESTRICTIONS, AND FINAL PROVISIONS**

### **4.1 Non-Entitlement to Reimbursement**

Reimbursement or reversal of funds is not an automatic right and shall not be construed as an entitlement.



All such requests are subject to review, approval, and the discretionary authority of the Company.

#### **4.2 Waiver of Claims**

To the fullest extent permitted by law, the Client agrees not to assert claims against the Company arising from the denial, delay, or conditional approval of any reimbursement request, except where such claim is expressly supported by applicable law.

#### **4.3 Policy Amendments**

The Company reserves the right to amend, update, or modify this Policy at any time.

Any changes shall take effect immediately upon publication through the Company's official communication channels. Continued use of the Company's services shall constitute acceptance of the revised Policy.

#### **4.4 Fraud Prevention and Compliance Rights**

The Company reserves the right to delay, suspend, or deny any reimbursement request where necessary to comply with AML, CTF, or fraud prevention obligations, including where suspicious activity is detected.

#### **4.5 Final Determination Authority**

All decisions made by the Company in relation to payment reversal and reimbursement requests shall be final, binding, and not subject to further review, except where otherwise required by applicable law.