



## Refund Policy

Updated on 24 June 2025

1. The meanings of words and expressions that were not defined in this Policy shall follow the definitions described in the Client Agreement.
2. This Refund Policy (“Policy”) has been provided to comply with our Anti-Money Laundering and Counter-Terrorist Financing Policy.
3. This Policy governs all refunds from the Client Account to the Client’s bank account. Some of the circumstances include (but are not limited to) the following:
  - (a) the Client decided not to proceed with the Account registration after depositing funds into the Account due to technical issues arising from the Company and the Company has used reasonably commercial effort to resolve such issues;
  - (b) the Client has a change of mind in relation to the amount of funds deposited;
  - (c) after depositing funds into the Account:
    - (i) The Company has reasonable grounds to believe that the source of the funds is illegal; or
    - (ii) The Company has reasonable grounds to believe that the Client has breached any Applicable Statutes And Regulations, the Anti-Money Laundering and Counter-Terrorism Financing Policy or material terms and conditions of the Client Agreement;
  - (d) The Company has given the Client notice to terminate the Client Agreement;
  - (e) The Company has updated our prohibited country list and the Client’s nationality falls under the Company’s prohibited country list;
  - (f) The Company has reasonable grounds to believe that the deposit of funds into the Account is unauthorised or fraudulent; and
  - (g) the Account has been inactive for 2 years.
4. In the event any of the circumstances described in Clause 4 arises, the Company reserves our right to refund part or all of the funds deposited, as the Company deems fit, in the same currency as the deposit, into the original method of deposit.

5. In cases where funds are deposited using a credit card, the Client undertakes not to request the bank to refund the funds deposited if the deposited funds are reflected in the Account. The Client acknowledges that committing such act may result in immediate termination in accordance with Clause 16 of the Client Agreement.
6. The Client shall bear all the bank fees and administrative charges in relation to the refunds mentioned in this Policy.
7. The Company shall not be liable for any loss or damages as a result of incorrect or incomplete information provided by the Client.
- 7A. This Policy shall be read in conjunction with the Client Agreement. In the event there is any inconsistency between this Policy and the Client Agreement, the Client Agreement shall prevail.
8. The Client acknowledges that the Company reserves the right to amend or update this Policy at any time without prior notice to the Client. The amendments to the Policy shall become effective immediately and shall be legally binding on the Client upon publishing of the Policy on the Company's website. The Client undertakes to regularly review this Policy on the Company's website.
9. The official language of this Refund Policy shall be English. The Company may provide this Policy in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Policy and any other language version, the English version shall prevail.

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