

## Refund and Return Policy

These regulations govern the process and terms for returning money to a client's trading account for any outgoing transaction. A policy for refunds and returns details the circumstances, timing, and terms under which the client may request a refund of their funds.

The aim of this policy is to mitigate any potential conflicts between Primary Capital (the Company) and the Client, as well as to minimize the risks associated with AML and uphold the principles of the Anti-Money Laundering and Countering Financing of Terrorism Policy.

- If the Client's funds or activities violate the AML policy or are related to financing terrorism, the Company reserves the right to block access to the private trading account, suspend trading activity, cancel the request for input-output transactions, or return funds.
- If there has been no trading activity recorded within a month of the Client's account replenishment, the Company reserves the right to return the money to the Client. It's important to note that the Company will not cancel any processed transactions.
- Under certain circumstances, the Company may need to return funds that were received through any payment system, including credit/debit cards. These circumstances may be objective and justifiable reasons. In such cases, the return of funds will be made through the same payment method that the customer used, either through crypto wallets or wire transfers.
- If the Company deems the Client's activity to be inappropriate, indirect, illegal, unfair, or in contradiction with the Terms of Use, the Company reserves the right to take necessary actions without prior notification to the Client.
- To ensure the security of clients' funds, the Company will implement all essential measures to prevent and obstruct any attempts by third parties to deposit or withdraw funds. Only the account holder is authorized to perform deposits and withdrawals from their account.
- In compliance with commonly accepted rules and regulations related to AML, any refunds must be carried out solely via the same bank account or Credit/Debit card that was used by the client to make the initial deposit.
- Despite the above, the Company reserves the right to process withdrawals to a facility other than the one utilized for the deposit, if required by Anti-Money Laundering regulations.
- Before processing a withdrawal request, the compliance officer must receive and approve all necessary compliance documentation.
- To ensure security and prevent fraud, it is required that the name of the beneficiary matches the name of the trading account. The Company will not process requests to transfer funds to a third party.
- The Company will return any funds to the Client via wire transfer in the same currency and to the same account/credit card that was used for the initial transfer, unless the Company chooses to return the funds to a different account of the Client

at its discretion.

- The Company will not be held responsible for any delay or discrepancy resulting from the calculation of rates or commission by a credit company, bank, or any other financial institution, and the Client cannot make any claims against the Company in this regard.
- When a Client requests to withdraw funds from their Trading Account, the financial department will carefully review each request. To process the withdrawal, the Client must provide identification documents as proof of their identity.
- The Company is not responsible for any delays in withdrawals caused by third-party policies (such as banks, credit card companies, or other service providers), or any force majeure events that are beyond the Company's control. The Company cannot be held accountable for any unforeseen circumstances that may occur during the withdrawal process, such as issues with the bank or credit card company.
- The transfer time for funds to reach the customer's bank account or Credit / Debit card may vary, and typically takes up to five business days. Please note that the transfer time may be longer for bank account withdrawals due to additional security procedures in place.
- Once the funds are debited from our account, they will be released to your Credit/Debit card account. Please note that this process may take up to five business days or more for the funds to reflect in your account balance. If you don't have online access to your Credit/Debit card account, you can expect to see the transaction on your next billing statement, based on your card's billing cycle.
- If the recipient bank uses an intermediary bank to process the transfer of funds, it is possible that the intermediary bank may charge additional fees. These fees are typically imposed for transmitting the wire to the recipient bank. We are not responsible for these additional fees, as we have no control over them. For more information, please contact your financial institution.
- Withdrawals using a Credit/Debit card are limited to the amount deposited with the same card or less. If the requested withdrawal amount is greater than the deposited amount, the remaining funds must be withdrawn via wire transfer to a bank account.

If you have any inquiries, doubts, or suggestions, please do not hesitate to reach out to us.