

## Refund Policy

### 1. General Terms

- 1.1. The Refund Policy (hereafter – "the Refund Policy") is a constituent and integral part of the Customer Agreement.
- 1.2. The Refund Policy is developed in accordance with the international legislation concerning combating (prevention) of criminal activity, money laundering and terrorism financing.
- 1.3. Main objectives of the Refund Policy are:
  - providing of quality services to the customers of Fort Financial Services Ltd (hereafter - the Company);
  - reduction of financial and legal risks of the Company;
  - observance of the principles of Anti-Money Laundering and Counter-Terrorism Financing and the "Know Your Customer" Policies.

### 2. General Principles of Refund Policy

- 2.1. The Company has the right to unilaterally block access to the Trader's Room/suspend trading activities on the accounts/cancel deposit/withdrawal requests or transfer the funds back to the transmitter in case if the source of funds or the customer's activity contravene the AML/CTF Policy or the "Know Your Customer" Policy.
- 2.2. The Company has the right to refund money to the transmitter, if no trading activity was detected during the month, or trading volumes were insufficient (trading volume is estimated (or estimates) by the company on an individual basis). Thereat, money shall be refunded to the transmitter notwithstanding the annual interest rate.
- 2.3. The Company reserves the right under the certain objective reasons, and if so required, to refund money deposited via any payment system including credit/debit cards. In such case, refund will be performed only to the same payment account which the Client used for making deposit/withdrawal.
- 2.4. If the employee classifies the customer's activity (particularly, depositing/withdrawing of funds) as non-compliant/contrary to the conventional purpose use of the Company's services, where direct or indirect, illegal or unfair contemplation takes place, the Company reserves the right to act within the terms of this document without preliminary notifying (of) the customer. All direct and indirect losses; the expenses relating to funds transfer shall be reimbursed to the Company account of the customer's funds.
- 2.5. In case of funding a trading account/personal account of the customer using a bank card, the customer is obligated not to ask for refunding of already credited funds to a trading account/personal payment account directly to the bank or to the card issuer as well as during or termination of the Company's services use (usage). Any kind of such effort may be regarded by the Company as violation of the Customer Agreement, which may form a ground for bringing the customer to administrative/criminal responsibility in accordance with the national legislation. In case the Customer ask for refund, the Company reserves the right to block access to the Trader's Room/suspend trading activity on the customer's accounts and transfer the funds back to the trading account/personal account of the customer after paying of all services and commission fees.

2.6. In case that the total withdrawal amount of a client is over 1000 USD or its equivalent, the company reserves the right to withdraw the funds by bank transfer

**3. Information Storage**

3.1. Information concerning the financial activities of the Company's customer shall be stored for at least five years after the termination of business relations with the customer in accordance with the Anti-Money Laundering and Counter-Terrorism Financing and the "Know Your Customer" Policies.