



# **REFUNDS & RETURNS POLICY**

## **INTRODUCTION**

XMR Markets (Pty) Ltd ("XMR Markets", "us" or "we") is authorized and regulated by the Financial Services Conduct Authority ("FSCA") in South Africa as a financial services provider (FSP). on the one part and the Customer (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Customer on the other part

The Financial Advisory and Intermediary Services Act, 2002 ("the FAIS Act") requires that all FSP's must maintain and manage an internal policies with respect to the customers rights to receive a refund and/or return of their funds (hereinafter also referred to as: 'Withdrawal', wherever applicable), and in counteraction of money-laundering, forgery, and the financing of terrorist activity Each FSP has a responsibility to conduct itself with integrity, fairness and dignity and must act in an ethical manner in all its dealings with the public, customers and other industry participants.

XMR Markets adopts a high priority policy in reimbursing its customers whenever a valid amount of money is requested, as long as the Customer meets XMR Markets' withdrawal requirements.

## **HOW TO SUBMIT A WITHDRAWAL REQUEST**

The Customer may submit a withdrawal request through their account on XMR Markets' Trading Platform, as long as they meet XMR Markets' withdrawal qualifications. Such qualifications include, but are not limited to:

1. Being deemed fully KYC compliant as determined by XMR Markets' Compliance Department and adhering to any additional documentation request or requirement by any third-party institution XMR Markets may deal with in order to process such a transaction;
2. Not requesting credited funds, fees, bonuses, or funds given by or owed to XMR Markets; and
3. Not requesting funds above the Customer's account's capabilities (i.e., not need for margin purposes);
4. Having no open positions in the account.

All withdrawal requests are subject to a comprehensive review by XMR Markets and are liable for cancellation upon the discretion of XMR Markets.

Any balance of the Customer's money, both deposited funds and profits, not required for margin purposes, can be furnished to the Customer as expediently as possible.

## Deposited funds and Profits

Deposited funds and Profits (i.e., funds garnered from the results of successful trading measures and positions exceeding the amounts initially deposited) will be furnished as one transaction and be returned in the same manner that they were accepted from, at the time of the input of funds, whenever possible.

In some cases—and depending on method used in order to finance the account; profits (i.e., funds garnered from the results of successful trading measures and positions exceeding the amounts initially deposited) will be furnished as a separate transaction from deposited funds and be sent via the Customer's alternative payment method of choice if applicable.

Said return methods can at times be issued back via the credit/debit card used to make the initial deposit (as a single complete transaction), if allowed or required by the third-party remitters XMR Markets works with.

Wire transfers can be used for reimbursements as well, however, may incur bank handling fees in addition to any charges assessed by the financial and banking institutions used to process the transfer. As the Customer is liable for all such charges, the final amount received may differ from the original amount requested.

If needed XMR Markets may request from the Customer alternative payment methods, whenever XMR Markets is unable to allocate funds back to the original or requested method or for the execution profits. Such requests will come from XMR Markets' Support or Compliance Department.

Customers are obligated to respond to such requests to avoid cancellation of their withdrawal requests after a period determined by XMR Markets' Compliance Department. Ultimately, the method through which funds are sent out is at XMR Markets' discretion.

## PROCESSING TIMES

Processing times will vary depending on when the request is submitted and how the request is sent out:

1. Typically, the time frame for a withdrawal to be executed is between 3 to 5 business days; however, said number should not be construed as the norm.
2. Processing times include XMR Markets' reviewal of said request, XMR Markets' own processing time of the request from its systems, as well as processing times from the individual third-party financial remitters and institutions from which they are sent.
3. Since the third-party financial institutions are the ultimate transmitters of a withdrawal of funds, XMR Markets is therefore not liable and holds no responsibility nor influence over the processing times of said third-party processors, banks, etc.



XMR Markets does not cancel realized commercial transactions from the Customer yet reserves the right to return money to the sender, if within ninety (90) consecutive days from the moment of replenishment, activity is not recorded on the trading account (dormant/inactive account).

XMR Markets reserves the right that returned funds will be sent through any and all applicable payment systems, including, but not limited to: credit/debit cards, wire transfer, e-wallets or any other payment methods XMR Markets may employ. Thus, the return of money will be executed on electronic platforms.

## GENERAL TERMS

In the event that XMR Markets classifies the activity of the Customer as inappropriate or contradicting to the Customer Agreement, XMR Markets reserves the right to reject any request of a return of funds, without informing the Customer beforehand.

XMR Markets reserves the right to block entrance to the Customer's account, freeze the current balance of the Customer, as well as send money back to the Customer, following the payment of all services and commissions.

XMR Markets will take all necessary measures to prevent and block both deposit and withdrawal requests by unauthorized third parties from the Customer's account. Input and output requests of money from the account can be conducted only by the owner of that particular account.

XMR Markets holds the right to cancel, update, and modify any part of this Policy at their sole discretion to ensure legality and productivity.

For further information regarding the refund and return procedure, please contact us at [Support@xmrmarkets.com](mailto:Support@xmrmarkets.com).