

**REFUND POLICY**  
(Version from 18/06/2019)

**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 Future Management Systems Limited (hereafter - the “Company”);
  - Reduction of financial and legal risks of the Company;
  - Observance of the principles of AntiMoney Laundering and Counter-Terrorism Financing and the “Know Your Customer” □ Policies.

**2. General principles of Refund policy**

- 2.1. Fund withdrawal from the Client account shall be governed by the Regulations on non-trading operations.  
Regulations on non-trading operations will be posted on the Company’s Website and be an integral part of the Client agreement.
- 2.2. The Company has the right to unilaterally block access to the Client Cabinet/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.
- 2.3. 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
- 2.4. 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.
- 2.5. If the employee classifies the customer’s activity (particularly, depositing/withdrawing of funds) as noncompliant/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.
- 2.6. 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.

### **4. REFUNDS**

Due to the nature of Services, the Company offer a limited refunds options such as:

If a person who is not a User of the Company attempted to make a transaction to the Company. In this case the Company will refund any Funds received back to the original source.

In addition to this User has a right to get a Refund in case of:

\_\_\_ requesting additional verification documents and User not providing necessary documents in the specified time period.

User wanting to decline \_\_\_ services in the period of time during which the funds received from the User are temporarily withheld due to the request for additional verification documents.

In order to apply for a Refund, User must notify \_ by email at \_\_\_ and complete a Refund form. User can obtain the Refund form from our support team or by following this link.

### **CROSS-CHAIN RECOVERY**

The recovery of cross-chain deposits (i.e. when one asset is sent to a wallet that is designated for another asset) is a rather difficult and not guaranteed process. Not all deposits can be recovered and depending on which cryptocurrency has been mistakenly sent to which wallet address can influence difficulty, time and security risk involved. With this, the Customer is responsible for making sure that wallet addresses he/ she provides to the Company are correct and they have access to them.