

REFUND POLICY

UEXO LLC is a limited liability company incorporated and registered in Saint Vincent and the Grenadines under the Limited Liability Companies Act, with Formation No. 3574 LLC 2024. The registered office address is Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines.

1. STATUS, SCOPE AND LEGAL EFFECT

1.1 Status

1.1(a) This Refund Policy (the “Policy”) governs all refund, return, reversal and repayment requests in relation to funds deposited with UEXO LLC (the “Company”).

1.1(b) This Policy forms an integral part of:

- (i) the Client Agreement;
- (ii) the AML / CFT Policy;
- (iii) the Declaration of Deposit;

1.2 Scope

1.2(a) This Policy applies to:

- (i) all deposits;
- (ii) all withdrawal requests;
- (iii) all payment reversals and chargebacks;

1.3 Legal Effect

1.3(a) All refunds shall be:

- (i) subject to Company approval;
- (ii) conditional upon compliance clearance;
- (iii) dependent on operational feasibility;

1.3(b) Refunds are:

- (i) not automatic;
- (ii) not guaranteed;
- (iii) discretionary in nature;

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

2.1(a) “Refund” means the return of deposited funds to the Client.

2.1(b) “Chargeback” means a reversal initiated by a payment provider.

2.1(c) “Payment Method” means any funding channel used by the Client.

2.2 Evidence Hierarchy

2.2(a) The Company may rely on:

- (i) transaction records;
- (ii) payment confirmations;
- (iii) system logs;
- (iv) communication records;

2.2(b) Such records shall constitute:

primary, binding and conclusive evidence

2.3 Evidentiary Reinforcement

2.3(a) This evidentiary standard shall apply:

- (i) in disputes;
- (ii) in chargeback proceedings;
- (iii) in regulatory review;

2.4 Burden of Proof

2.4(a) The Client shall bear the burden of proving:

- (i) entitlement to a refund;
- (ii) processing error or misconduct;

3. GENERAL REFUND PRINCIPLES

3.1 Discretionary Nature

3.1(a) All refunds are subject to:

- (i) Company discretion;
- (ii) internal risk assessment;

3.2 Non-Entitlement

3.2(a) The Client has no automatic right to a refund.

3.3 Original Source Principle

3.3(a) Refunds shall, where possible, be made:

- (i) to the original payment method;
- (ii) to the originating account;

4. PAYMENT AUTHORISATION AND CLIENT ACKNOWLEDGMENT

4.1 Authorisation

4.1(a) The Client represents that:

- (i) all payments are authorised;
- (ii) all payment methods are lawfully owned or controlled;

4.2 Irrevocable Nature

4.2(a) The Client acknowledges that:

- (i) deposits are made voluntarily;
- (ii) payments are irrevocable once processed;

4.3 Restriction on Disputes

4.3(a) The Client shall not:

- (i) initiate unjustified chargebacks;
- (ii) dispute authorised transactions;

5. CONDITIONS FOR REFUNDS

5.1 Eligibility Criteria

Refunds may be considered where:

- 5.1(a) no trading activity has occurred;
- 5.1(b) no abuse or manipulation is identified;
- 5.1(c) AML clearance is satisfied;

5.2 Partial Activity

5.2(a) Where trading has occurred:

- (i) refunds may be reduced proportionally;
- (ii) realised and unrealised P&L shall be considered;

5.3 Processing Timeframes

5.3(a) Approved refunds shall be processed:

- (i) within a reasonable timeframe;
- (ii) up to ten (10) business days;

5.3(b) Processing may be extended where:

- (i) compliance reviews are ongoing;
- (ii) third-party providers are involved;

6. AML AND COMPLIANCE CONTROLS

6.1 AML Supremacy

6.1(a) Refunds shall not be processed where:

- (i) AML concerns exist;
- (ii) source of funds is unclear;
- (iii) suspicious activity is identified;

6.2 Verification Requirements

The Company may require:

- 6.2(a) identity verification;

6.2(b) source of funds documentation;

6.2(c) payment ownership confirmation;

6.3 Enforcement Actions

The Company may:

6.3(a) delay refunds;

6.3(b) refuse refunds;

6.3(c) freeze funds;

7. PAYMENT AND PROCESSING SCENARIOS

7.1 Payment Limitations

Refunds may be subject to:

7.1(a) payment provider rules;

7.1(b) technical limitations;

7.2 Alternative Methods

7.2(a) Where original method is unavailable:

(i) alternative methods may be used;

(ii) enhanced verification may be required;

7.3 Processing Delays

7.3(a) Refunds may be delayed due to:

(i) compliance checks;

(ii) third-party processing;

(iii) operational review;

8. CHARGEBACKS AND REVERSALS

8.1 Prohibition

8.1(a) The Client shall not initiate chargebacks without:

(i) first contacting the Company;

8.2 Company Rights

Where a chargeback occurs, the Company may:

8.2(a) reverse transactions;

8.2(b) freeze accounts;

8.2(c) recover funds;

8.3 Recovery Rights

8.3(a) The Company may:

(i) debit the Client Account;

(ii) pursue legal recovery;

8.4 Evidence

8.4(a) Company records shall constitute conclusive evidence.

9. EXECUTION AND PAYMENT INTERACTION

9.1 Trading Impact

9.1(a) Where trades have occurred:

(i) refunds shall be adjusted;

(ii) positions may be closed;

9.2 Reconciliation

9.2(a) The Company may:

(i) recalculate balances;

(ii) reconcile P&L;

9.3 Conflict Resolution

9.3(a) In case of discrepancy:

The Company's determination shall prevail

10. NEGATIVE BALANCE AND RESIDUAL LIABILITY

10.1 Negative Balance

10.1(a) Where a refund results in:

(i) a negative balance;

The Client shall remain liable for such balance.

10.2 Repayment Obligation

10.2(a) The Client shall:

(i) immediately repay any negative balance;

10.3 Recovery Measures

The Company may:

10.3(a) offset balances;

10.3(b) pursue recovery actions;

11. RETROACTIVE ACTIONS

11.1 Retroactive Rights

The Company may take action:

11.1(a) after refunds;

11.1(b) after withdrawals;

11.1(c) after account closure;

11.2 Recovery Measures

Including:

11.2(a) reversing transactions;

11.2(b) reclaiming funds;

12. COMPANY RIGHTS AND DISCRETION

12.1 Refusal to Act

The Company may refuse to:

12.1(a) process refunds;

12.1(b) process withdrawals;

12.2 No Duty to Explain

The Company shall have no obligation to:

12.2(a) provide reasons;

12.2(b) disclose internal decisions;

12.3 Limitation of Liability

The Company shall not be liable for:

(i) Delays;

(ii) Refusals;

(iii) third-party actions;

13. MULTI-ENTITY AND DISCLOSURE

13.1 Affiliate Involvement

The Company may:

13.1(a) utilise Affiliates for payment processing;

13.1(b) share data for compliance purposes;

13.2 Regulatory Cooperation

The Company may:

13.2(a) disclose information to regulators;

13.2(b) cooperate with PSPs and banks;

Without liability.

14. INDEMNITY

14.1 Client Obligation

The Client shall indemnify the Company against:

(a) chargeback losses;

(b) fraudulent claims;

(c) third-party disputes;

14.2 Survival

This obligation survives termination.

15. GOVERNING LAW

15.1 This Policy shall be governed by:

Saint Vincent and the Grenadines