

Payments and Refunds Policy



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1.) Funding and Payments

1.1) The Client may deposit funds into the Trading Account at any time. All payments to OTX Forex shall be made in accordance with Payment Instructions set forth on Client's Personal area. Under no circumstances will third-party or anonymous payments be accepted.

1.2) The Client may withdraw funds from the Trading Account at any time in accordance with the clause 15.3.

1.3) All foreign currency exchange risk arising from any deposits in and/or withdrawals from a client's trading account, will be borne by client.

1.4) The Client may withdraw any of his/her profits that exceed the amount deposited from the specific destination of incoming of funds, from a bank account that belongs to him/her, provided that all the necessary evidence is submitted to OTX FOREX.

1.5) Under exceptional cases, OTX FOREX may proceed to send funds to a different country from the Client's country of residence, provided that all the relevant information and documentation is submitted by the Client.

1.6) We shall not be liable;

a.) to pay interest to you on any credit balance(s) in any Account(s) or on any other funds you deposit with us or which we are holding on your behalf, or

b.) to account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which

we are holding on your behalf, or in connection with any Contract and/or Transactions;

c.) you consent to waive all rights to such interest and you acknowledge and agree that we will be the beneficiary of all such interest.

2.) Deposits

2.1) You may deposit funds into your Account at any time. Deposits will only be accepted by a payment method offered by the Company (e.g., bank wire transfer, electronic payment methods, etc.) in the same name as yours. Under no circumstances will third party or anonymous payments be accepted. Unless expressly determined and stated otherwise, we do not accept payments by cash and/or cheque.

2.2) We reserve the right to impose deposit limits and deposit fees in our system(s), at any time.

2.3) You agree that any funds transmitted to our bank accounts or e-wallets by you or, where permitted, on your behalf, will be deposited into your Account with us at the value date of when they were received by us and net of any charges/fees charged by the payment providers or any other intermediary involved in such transaction process.

2.4) Before accepting any such funds into our bank accounts and/or making any such funds available in your Account with us, we must be fully satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our client.

3.) Withdrawals and Refunds

3.1) We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.

3.2) If the Client gives an instruction to withdraw funds from the Trading account

OTX FOREX shall pay the specified amount on the same day that the request to withdraw funds was made, or the next working day if the Client's request is received outside of normal trading hours. if the following requirements are met;

- (a)** the withdrawal instruction includes all necessary information;
- (b)** the instruction is to make a bank transfer to the account of the Client (under no circumstances will payments to third party or anonymous accounts be accepted); and
- (c)** at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges.

3.3) When a withdrawal or refund is performed, we reserve the right (but shall under no circumstances be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us. In that connection, we reserve the right, at our sole discretion,

- (a)** to decline withdrawals via certain specific payment methods;
- (b)** to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or
- (c)** to require that further documentation be submitted, as required by applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request.

3.4) If we are unable to remit the funds, or any partial amount thereof, to the same remitter from, and by the same payment method through which such funds were initially received by us, we reserve the right to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made). Under these circumstances, we shall not be responsible for any transfer fees or charges imposed by the receiver and/or for any currency exchange rates resulting from the payment of such amount.

3.5) Withdrawal requests that are accepted and approved by us in accordance with the terms of this Agreement are, in principle, processed within 24 working hours following the receipt of the transfer request instructions. We reserve the right to decline a withdrawal request if the request is not in accordance with the provisions of this terms and conditions, or to delay the processing of the request if we are not satisfied with the ancillary documentation submitted with the withdrawal request.

3.6) You agree, when we so request, to pay any bank transfer fees incurred when you are withdrawing funds from your Account or when funds are refunded by us to your designated bank account. You are solely responsible for the payments details you are providing us with and we do not accept any responsibility for your funds, if the payment details you have provided to us are incorrect or incomplete. It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.

4.) Card Deposits

4.1) You can deposit funds to your Account with us quickly and easily by credit or debit card. The entire transaction is processed electronically online in a secured environment.

4.2) Before you can use your credit card, we reserve the right, but shall under no circumstances be obliged, to require that you register it with us. As the case may be, the credit card registration process will be clearly explained on the Credit Card Deposit screen displayed on our Online trading facility. Upon submitting your credit card registration, you may be required to submit documentation as required by applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us. Once your credit card has been successfully registered, you can start depositing funds into your Account by credit card.

4.3) Registering and using your debit card is the same as using a credit card. The

debit card must be associated with either Visa or MasterCard. The following information must match: the mailing address you provided upon your account registration must match your credit/debit card statement's billing address and, your full name must match the name on the credit/debit card.

4.4) The Company takes the protection of its clients very seriously and has various systems, controls and tools set in place for their protection against credit card fraud and so as to be in compliance with all applicable anti-money laundering regulations. The systems, limits and controls that the Company applies for the prevention and/or identification of credit card fraudulent activity may include, but are not limited to the Limits on the; number of transactions allowed within a certain timeframe, amounts allowed to be deposited within a certain timeframe, amounts allowed to be deposited per transaction etc.

4.5) In the case that the Company's systems and tools, as well as the systems and tools of the Company's payment services providers, identify a violation of the above limits and restrictions and/or clients fail to pass the security and authentication checks, the appropriate measures are taken in order to prevent possible credit card fraudulent activity and ensure clients' protection. These measures may include, but are not limited to, the following;

- a.)** Investigations, further checks and/or request for additional documentation in order to verify the credit card details and ensure that you are the legitimate owner/user of the credit card(s) used;
- b.)** Delay of transactions' processing due to the investigations taking place;
- c.)** Refusal of credit card deposit(s) in question and refund the net amount deposited to the same credit card account and via the same payment method through which the deposit(s) was made;
- d.)** Cancellation of fraudulent transactions as soon as they are detected;
- e.)** Block access to our online trading facility, blocking and/or revoking your Access Codes and/or terminating your Account(s);
- f.)** Seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and cancel any Account(s) and active Orders associated with the credit card that has been identified as fraudulent;

debit card must be associated with either Visa or MasterCard. The following information must match: the mailing address you provided upon your account registration must match your credit/debit card statement's billing address and, your full name must match the name on the credit/debit card.

4.4) The Company takes the protection of its clients very seriously and has various systems, controls and tools set in place for their protection against credit card fraud and so as to be in compliance with all applicable anti-money laundering regulations. The systems, limits and controls that the Company applies for the prevention and/or identification of credit card fraudulent activity may include, but are not limited to the Limits on the; number of transactions allowed within a certain timeframe, amounts allowed to be deposited within a certain timeframe, amounts allowed to be deposited per transaction etc.

4.5) In the case that the Company's systems and tools, as well as the systems and tools of the Company's payment services providers, identify a violation of the above limits and restrictions and/or clients fail to pass the security and authentication checks, the appropriate measures are taken in order to prevent possible credit card fraudulent activity and ensure clients' protection. These measures may include, but are not limited to, the following;

- a.)** Investigations, further checks and/or request for additional documentation in order to verify the credit card details and ensure that you are the legitimate owner/user of the credit card(s) used;
- b.)** Delay of transactions' processing due to the investigations taking place;
- c.)** Refusal of credit card deposit(s) in question and refund the net amount deposited to the same credit card account and via the same payment method through which the deposit(s) was made;
- d.)** Cancellation of fraudulent transactions as soon as they are detected;
- e.)** Block access to our online trading facility, blocking and/or revoking your Access Codes and/or terminating your Account(s);
- f.)** Seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and cancel any Account(s) and

active Orders associated with the credit card that has been identified as fraudulent;

g.) Deny processing transactions exceeding the limits/restrictions and/or failure to pass the security and authentication checks.

4.6) Credit/debit card transactions are generally processed within minutes of being requested. The deposited funds are available for use immediately. We do not charge any fees for using this service. If we accept any payments to be made by a credit/debit card or any other payment method that may charge processing fees, we do, however, reserve the right to levy a transfer charge. All transactions should be listed as purchases on your credit/debit card statement. You may wish to contact your issuing bank to ask if there are any fees on their side in processing these transactions.

4.7) If you plan to use more than one credit/debit card to deposit funds into your Account, you will need to register it with us in accordance with the procedures.

4.8) It is important to keep a record of all of your credit/debit card deposits. To help you maintain these records you should be aware that your credit/debit card deposits are recorded and reported on your credit/debit card statement.

5.) Chargebacks

5.1) If you place a chargeback with your credit card company (on purpose or by mistake) for any deposit you made in your Account with us, we reserve the right to charge a "USD 150 - investigation fee" to your Account upon receiving the chargeback by our merchant provider to cover our investigative expenses to prove that you did make the deposit, and you hereby authorize us to charge this amount to your credit card.

5.2) We do not tolerate credit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition, we will pursue civil legal action in your local

jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

5.3) When the Company detects suspicious activity regarding a deposit the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time. Access to the Client's account will be temporarily prohibited in order to reduce the Client's exposure to risk.

5.4) We employ various techniques to detect fraudulent transaction across our Services. Fraudulent transactions are immediately cancelled after being detected. Any active Orders associated with the same fraudulent credit card will also be cancelled immediately. We also actively leverage external, cross-industry resources such as worldwide fraud blacklists etc to prevent fraudulent users from accessing our online trading facility.

5.5) You agree that if you choose to do business with us and you file a chargeback with your credit card company, but you do not win the chargeback argument, you agree to pay us, in addition to the "USD 150,- investigation fee mentioned above, a "USD 150,- administrative processing fee" for our time responding to the matter. You hereby authorize us to charge this amount to your credit/debit card. If this charge is rejected, we will pursue legal action to recoup losses for our time associated with responding to the chargeback in addition to any other fees explained above. You agree to reimburse us or any Representative we may appoint for any legal expenses your actions may make us incur.

5.6) In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a third- party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online trading facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such

prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause.

5.7) We take fraud very seriously. We keep IP logs of all deposits made in our accounts - any orders coming back as a chargeback due to fraudulent activities will be diligently pursued through criminal proceedings in your local jurisdiction for prosecution to the fullest extent of the law.