



## PAYMENT TERMS AND CONDITIONS

March 2023

Version 3

These payment terms and conditions relate to deposits and withdrawals, associated fees and charges, and prepaid cards (the **Payment Terms**). These Payment Terms are a supplement to the general terms and conditions which govern our trading relationship with you (the **General Terms and Conditions**).

Capitalised terms used in these Payment Terms have the meaning ascribed to them in the General Terms and Conditions.

### 1. Definitions

**Account** means a trading account opened with us for the purpose of opening or closing out a Position.

**Equity** means the sum of money in your Account at a point in time, after deposits and withdrawals, realised profits and losses, and floating profit and loss on your open Positions.

**Free Margin** means the portion of your Equity that is not Margin.

**Policies** means the policies and other terms and conditions that we adopt from time to time, as amended, which are available on our Website.

**Position** means an exposure to an underlying instrument in relation to a product that you have traded with us.

### 2. Deposits and withdrawals

- 2.1 Subject to these Payment Terms and the General Terms and Conditions, you can deposit funds to, and withdraw funds from, your Account; there are several payment methods, including Payment Service Providers, available for you to use. This is detailed on our Portal and the payment services support page on our Website.
- 2.2 If you request a deposit or a withdrawal and you owe us a payment, we reserve the right to withhold, from the request, the amount owed to us and to set-off such amount in accordance with the General Terms and Conditions.
- 2.3 Deposit and withdrawal requests will be processed as soon as possible, on a best endeavors basis. There are several factors that may delay the processing of a request, including verification checks, the processing time of the Payment Service Provider and technical issues. We will not be liable for any such delays.
- 2.4 Your deposits and withdrawals may be coordinated, facilitated or processed by one or more of our Affiliates.
- 2.5 Deposits and withdrawals may be subject to a minimum or maximum value per transaction. In the event you make a request for a deposit or a withdrawal that is below the minimum or above the maximum, your request will not be processed.

- 2.6 We do not accept cash deposits. We do not accept deposits from third parties (i.e. your deposits must be made by you, through a payment method that belongs to you and is in your name).
- 2.7 If you make a request for a deposit or withdrawal and we:
- (a) are unable to verify the details of your payment method;
  - (b) are unable to confirm that the payment method belongs to you; or
  - (c) reasonably suspect the information provided with the request to be false, incomplete, or inaccurate,
- your request will be rejected and, where it is a request for a deposit, the funds will be returned to their source. In such event, we will not be liable for any losses incurred as a result of the rejected deposit and reserve the right to exercise all rights and seek all remedies that may be available to us.
- 2.8 We apply a return to source policy whereby the withdrawal request will be processed to the payment method used when you made your deposit, with payment cards being a priority, except in the event where Applicable Regulations, the General Terms and Conditions, our Policies or other applicable terms require otherwise. This means that we will return the funds deposited using payment cards to such payment cards first, and then proceed to return the remaining funds, if any, to your other payment methods.
- 2.9 If you deposit funds to your Account using multiple payment sources and you subsequently make a withdrawal request, we will process the withdrawal request to the source of the deposit, in the same currency of the deposit, except in the event where Applicable Regulations, the General Terms and Conditions, our Policies or other applicable terms require otherwise. With respect to profits earned, you will have the option to choose the method, and the currency, to make the withdrawal, except in the event where Applicable Regulations, the General Terms and Conditions, our Policies or other applicable terms require otherwise.
- 2.10 You may withdraw the Free Margin in your Account at any time. If in the time it takes to process the withdrawal, the value of one or more of your open Positions has moved such that the Free Margin requested for withdrawal is no longer available, the withdrawal request will be rejected.
- 2.11 In the event you wish to withdraw your total Equity, you must close all open Positions. Requests to withdraw your total Equity may be made via the Portal or email to [backoffice@fxpesa.com](mailto:backoffice@fxpesa.com) or in the method described in these Payment Terms.
- 2.12 In the event of actual or suspected error, fraud, unjust enrichment, money laundering, terrorist financing or other suspicious or irregular activity, as determined by us, in our sole discretion, or as notified to us by a third-party including our Payment Service Providers, whether directly or indirectly relating to any deposit or withdrawal request, we reserve the right to do one or more of the following:
- (a) put the relevant request on hold and investigate the matter;
  - (b) immediately reject the request;
  - (c) set-off any amounts we deem are due to us, or to our Payment Service Provider;
  - (d) terminate our relationship with you pursuant to the General Terms and Conditions; or



- (e) take any other action we deem fit in line with Applicable Regulations, the General Terms and Conditions, our Policies or other applicable terms.

### **3. Fees and charges**

3.1 Your deposit or withdrawal may be subject to fees or charges applied by:

- (a) your bank;
- (b) debit or credit card provider or card scheme;
- (c) a Payment Service Provider;
- (d) our bank or alternative payment provider; or
- (e) by us.

We may deduct such fees and charges from your deposit or withdrawal amount or charge them separately to your Account.

3.2 Your deposit, withdrawal or internal transfer may be subject to a currency conversion fee. By proceeding with the deposit, withdrawal or internal transfer at the quoted exchange rate, you accept the quoted exchange rate and the currency conversion fee (which is a fixed percentage of the value of the transaction) and agree that the currency conversion fee will be deducted from the amount deposited, withdrawn or transferred. The quoted exchange rate will be the prevailing exchange rate at the date of the deposit, withdrawal or internal transfer. We reserve the right to vary the currency conversion fee, at our discretion, depending on the (i) currency of the deposit and the currency that it is converted to, or (ii) the currency your Account is denominated in and the currency the withdrawal is made in.

3.3 If you make a deposit using a credit or debit card and you subsequently request a chargeback or cancellation, you will be liable for a chargeback or cancellation fee that may be applied by your payment provider. If we reasonably suspect your chargeback or cancellation request to be dishonest, we reserve the right to withhold any withdrawal request until the chargeback or cancellation request is investigated by the relevant Payment Service Provider. If the relevant Payment Service Provider determines the chargeback or cancellation request to be dishonest, we reserve the right to do one or more of the following:

- (a) set-off any amounts we deem are due to us, or to our Payment Service Provider;
- (b) terminate our relationship with you pursuant to the General Terms and Conditions; or
- (c) take any other action we deem fit in line with Applicable Regulations, the General Terms and Conditions, our Policies or other applicable terms.

### **4. Prepaid cards**

4.1 We may offer prepaid cards for use by our clients who hold active Accounts with us. Such prepaid cards may have separate terms and conditions, and fees and charges which you will be subject to.

4.2 If you apply for, and are issued, a prepaid card and subsequently do not collect such card, you will be liable for all costs and charges associated with issuing the prepaid card.



- 4.3 You understand that we may at our sole discretion, and without having to provide you with a reason:
- (a) refuse to issue a prepaid card to you even if you are deemed to meet the eligibility criteria; or
  - (b) cancel a prepaid card that has been issued to you.
- 4.4 Upon the cancellation of your prepaid card, whether due to the termination of our trading relationship or otherwise, we will provide you with written notice on how to access the credit remaining in your prepaid card, if any.