MENACAPITAL

MENA CAPITAL FINANCIAL MARKETS LLC

PAYMENT, DEPOSIT, WITHDRAWAL AND REFUND TERMS & CONDITIONS

These Payment, Deposit, Withdrawal and Refund Terms & Conditions ("Payment Terms") govern deposits, withdrawals, refunds, reversals, payment-related fees and charges applicable to clients of Mena Capital Financial Markets LLC ("Mena Capital", "we", "us" or "our").

These Payment Terms supplement and form part of the General Terms and Conditions, Client Agreement and other applicable policies governing the relationship between Mena Capital and its clients.

Capitalised terms used in these Payment Terms have the meanings given to them in the General Terms and Conditions unless otherwise stated.

1. Deposits and Withdrawals

1.1 Subject to these Payment Terms and the General Terms and Conditions, clients may deposit funds into and withdraw available funds from their trading account using the payment methods made available by Mena Capital from time to time.

Available payment methods may include bank transfers, payment cards and electronic payment methods provided through authorised or approved third-party payment service providers.

1.2 Mena Capital may establish minimum and maximum transaction limits for deposits and withdrawals. Requests that fall outside applicable limits may be rejected or returned to the relevant source.

1.3 Deposit and withdrawal requests will be processed within a reasonable timeframe, subject to applicable verification, compliance and operational requirements.

Processing times may be affected by, among other things:

- client verification requirements;
- payment-method verification;
- banking procedures;
- third-party payment service providers;
- payment networks or card schemes;

- technical or operational issues; and
- regulatory, legal or compliance requirements.

1.4 Mena Capital may use approved third-party payment service providers, banks or other payment institutions to facilitate the processing of deposits, withdrawals or refunds.

The processing time of a third-party provider may be outside Mena Capital's reasonable control.

2. Permitted Payment Methods and Third-Party Funding

2.1 Mena Capital does not accept cash deposits.

2.2 Mena Capital does not generally accept deposits from third parties. Deposits must be made using a bank account, payment card or other payment method held in the name of the client, subject to applicable regulatory requirements.

2.3 Mena Capital may reject, return or place on hold any payment where it cannot reasonably establish that the payment method belongs to the client or where additional information or verification is required.

2.4 Where a payment is rejected because the payment method cannot be verified or is determined to belong to a third party, Mena Capital may return the funds to the original source, subject to applicable legal, regulatory, AML/CFT and payment-provider requirements.

3. Verification of Payment Methods

Mena Capital may require information or documentation to verify:

- ownership of the payment method;
- the source of funds;
- the identity of the payer;
- the destination account;
- the legitimacy of the transaction; or
- any other information required for regulatory, AML/CFT, fraud-prevention or payment-processing purposes.

Where Mena Capital is unable to satisfactorily complete the required verification, the relevant deposit, withdrawal or refund may be delayed, rejected or returned to source.

4. Return-to-Source Policy

4.1 Mena Capital generally applies a return-to-source principle for withdrawals and refunds.

Where practicable, funds will be returned through the same payment method used to make the corresponding deposit, subject to applicable laws, regulations, payment-provider requirements and card-scheme rules.

4.2 Where multiple payment methods have been used, Mena Capital may allocate withdrawals or refunds between the relevant payment methods based on the amounts and sources of the original deposits.

4.3 Where applicable, funds deposited through payment cards may be returned to the relevant card before other payment methods are used. Where funds are deposited using a debit card, the corresponding amount may be refunded to the bank account linked to that card, provided the customer submits satisfactory evidence confirming ownership of the card and the linked bank account.

4.4 Where return to the original payment method is not possible or is prohibited, Mena Capital may use an alternative payment method following appropriate verification and subject to applicable AML/CFT and regulatory requirements.

4.5 Profits or other amounts available for withdrawal may be paid through an alternative method permitted by Mena Capital, subject to verification and applicable regulatory and payment-provider requirements.

5. Withdrawal of Available Funds

5.1 Clients may request withdrawal of funds available for withdrawal in their trading account, subject to the General Terms and Conditions and these Payment Terms.

5.2 A withdrawal request may be rejected or adjusted where the requested amount is no longer available due to:

- changes in the value of open positions;
- margin requirements;
- trading losses;
- outstanding fees or charges; or
- other amounts properly due from the client.

5.3 Where a client requests withdrawal of the entire account equity, the client may be required to close all open positions before the withdrawal can be processed.

5.4 Mena Capital may deduct amounts properly due from the client, including applicable fees, charges or other amounts contractually owed, subject to applicable law and regulatory requirements.

6. Refunds and Reversals

6.1 Payments made to fund a client's trading account are not purchases of ordinary goods or services and therefore are not generally subject to a discretionary refund merely because a client changes their mind or no longer wishes to trade.

6.2 The withdrawal of available client funds from a trading account is separate from a "refund" and will be processed under the withdrawal provisions of these Payment Terms.

6.3 A refund may be processed where Mena Capital determines that a refund is appropriate or required, including where:

- a payment was duplicated;
- a payment was processed incorrectly;
- an amount was charged in error;
- an unauthorised payment is confirmed following investigation;
- a payment must be returned under applicable law or regulation;
- a payment provider or card scheme requires a refund; or
- Mena Capital otherwise determines that a refund is appropriate.

6.4 Where a refund is due, Mena Capital will generally process the refund through the original payment method used for the relevant transaction, subject to the applicable payment-provider, card-scheme, AML/CFT and regulatory requirements.
6.5 The timing for receipt of a refund may depend on the client's bank, card issuer, payment service provider or payment network and may therefore vary.
6.6 Mena Capital may delay or withhold a refund where reasonably necessary to complete identity verification, payment-method verification, fraud investigation, AML/CFT checks, sanctions screening or other regulatory or legal procedures.

7. Trading Losses and Non-Refundable Amounts

7.1 Trading losses resulting from market movements, execution of trades, leverage, spreads, commissions, financing charges or other trading activity are not refundable merely because the client requests a refund.

7.2 Fees, commissions, financing charges and other amounts properly incurred in connection with the provision of Mena Capital's services are generally non-refundable unless:

- they were charged incorrectly;
- a refund is required by applicable law or regulation; or
- Mena Capital otherwise determines that a refund is appropriate.

7.3 Nothing in these Payment Terms limits any mandatory rights or remedies available to a client under applicable law or regulatory requirements.

8. Duplicate, Erroneous or Incorrect Payments

8.1 Where a client has been charged more than once for the same payment or where Mena Capital identifies an error resulting in an incorrect charge, Mena Capital will investigate the matter and, where appropriate, refund or otherwise correct the relevant amount.
8.2 Mena Capital may require reasonable evidence or information before processing a refund or correction.

9. Unauthorised Transactions

9.1 Clients must notify Mena Capital promptly if they believe that a payment was made without their authorisation or was incorrectly processed.
9.2 Mena Capital will investigate reported unauthorised or disputed transactions in accordance with its internal procedures and applicable legal, regulatory, payment-provider and card-scheme requirements.
9.3 Where a refund or other remedy is determined to be due, Mena Capital will process the relevant amount in accordance with the applicable requirements.

10. Chargebacks and Payment Disputes

10.1 Clients are encouraged to contact Mena Capital before initiating a chargeback where a payment-related dispute can reasonably be resolved directly.

10.2 Mena Capital will cooperate with banks, acquiring institutions, payment service providers and card schemes in relation to legitimate chargebacks and payment disputes.

10.3 Where a chargeback is initiated, Mena Capital may provide relevant transaction records and supporting information to the applicable payment provider, acquiring institution or card scheme.

10.4 Where Mena Capital reasonably suspects that a chargeback or cancellation request is fraudulent, abusive or otherwise improper, Mena Capital may take appropriate action in accordance with the General Terms and Conditions, applicable law and regulatory requirements.

Nothing in this section restricts any rights available to clients under applicable law or applicable card-scheme rules.

11. Fees and Charges

11.1 Deposits, withdrawals, refunds or other payment transactions may be subject to fees or charges imposed by:

- the client's bank;
- the client's debit or credit card provider;
- the relevant card scheme;
- a third-party payment service provider;
- Mena Capital's bank or payment provider; or
- Mena Capital, where applicable and properly disclosed.

11.2 Applicable third-party fees or charges may be deducted from the relevant transaction amount where permitted.

11.3 Mena Capital will disclose any fees or charges imposed by Mena Capital in accordance with the applicable Client Agreement, fee schedule or other applicable disclosure.

12. Currency Conversion

12.1 Where a deposit, withdrawal or refund involves currency conversion, the applicable exchange rate and any disclosed conversion fee may affect the final amount received.

12.2 Currency conversion may be performed by Mena Capital, its bank or a third-party payment service provider, depending on the payment method used.

12.3 Any applicable currency conversion fees will be disclosed in accordance with the applicable payment method and fee schedule.

13. Fraud, AML/CFT and Sanctions Controls

13.1

Mena Capital may place a deposit, withdrawal, refund or other payment request on hold, reject it or take other appropriate action where there is an actual or suspected:

- fraud;
- money laundering;
- terrorist financing;
- sanctions violation;
- payment fraud;
- third-party funding;
- identity or payment-method misuse;
- chargeback abuse;
- false or misleading information; or
- other suspicious or irregular activity.

13.2 Mena Capital may conduct additional verification or enhanced due diligence where required.

13.3 Mena Capital may cooperate with competent authorities, banks, payment service providers and other relevant institutions where required or permitted by applicable law or regulation.

13.4 Where permitted or required, Mena Capital may restrict, suspend or terminate a client's payment or account facilities in accordance with the General Terms and Conditions and applicable regulatory requirements.

14. Processing and Rejection of Requests

Mena Capital may reject, delay or place a transaction on hold where:

- the payment method cannot be verified;
- the payment method does not belong to the client;
- required information is incomplete or inaccurate;
- the transaction exceeds an applicable limit;
- regulatory or compliance checks have not been completed;
- there is a suspected fraud or financial crime concern;
- the transaction is prohibited by a payment provider or card scheme; or
- the transaction would otherwise breach applicable law, regulation or Mena Capital's policies.

Where a deposit is rejected, Mena Capital may return the funds to the original source, subject to applicable requirements.

15. Complaints

Any complaint relating to a deposit, withdrawal, refund, payment or charge should be submitted through Mena Capital's established complaints procedure.

Mena Capital will investigate complaints fairly and in accordance with applicable regulatory requirements and its internal procedures.

Details of how to submit a complaint are available through Mena Capital's official communication channels and applicable Client Agreement.

16. Regulatory Compliance

These Payment Terms are subject to applicable laws, regulations, regulatory requirements, payment-provider requirements and card-scheme rules applicable to Mena Capital and its clients.

Nothing in these Payment Terms is intended to exclude or restrict any mandatory legal or regulatory protection available to a client.

Where there is a conflict between these Payment Terms and a mandatory legal or regulatory requirement, the applicable legal or regulatory requirement shall prevail.

17. Amendments

Mena Capital may amend these Payment Terms from time to time to reflect changes in applicable laws, regulations, payment arrangements, payment-provider requirements, business practices or regulatory requirements.

The latest version will be made available through Mena Capital's official communication channels or website.

18. Contact

For payment, deposit, withdrawal or refund enquiries, clients should contact Mena Capital using the official contact details stated in the Client Agreement or published on the Mena Capital website.