

REFUND AND CANCELLATION POLICY

12. RIGHT TO WITHDRAW FROM A CONTRACT

GTC 12.1. If you are a consumer, you have the right to withdraw from a contract without giving a reason within 14 days of its execution (see GTC or details on the time of execution of the agreement). PLEASE NOTE THAT IF YOU START PERFORMING DEMO TRADES BEFORE THE EXPIRY OF THE SPECIFIED TIME LIMIT, YOU LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT.

GTC 12.2. Your withdrawal from the contract must be sent to our email address **enquiries@kisikicapital.com** within the specified time limit. We will confirm the receipt of the withdrawal to you in text form without undue delay. If you withdraw from the contract, we will refund you without undue delay (no later than 14 days after your withdrawal from the contract) all fees we have received from you, in the same way in which you paid them.

GTC 12.3. The Provider is entitled to immediately withdraw from the Contract in the case of any breach by the Customer specified in GTC.

GTC 13. DEFECTIVE PERFORMANCES

GTC 13.1. If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. The Provider does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay to our email address or to our address listed in GTC clause 11.2. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract or claim a reasonable discount.

GTC 13.2. We will try to resolve any complaint you may lodge as soon as possible (no later than within 30 calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint by sending an email to our e-mail address **enquiries@kisikicapital.com**.

GTC 2.6. The fee is paid for allowing you to access the Kisiki capital Trading Challenge, or the Services provided under the Kisiki capital Trading Challenge. The Customer is not entitled to a refund of the fee, for example, if the Customer cancels the Customer's Client Section or requests the cancellation by email, if the Customer terminates the use of the Services prematurely (for example, fails to complete the Kisiki capital Trading Challenge or the

Verification), fails to meet the conditions of the Kisiki capital Trading Challenge or the Verification, or violates these GTC.

GTC 2.7. If the Customer lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Customer's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Provider is entitled, at its own discretion, to stop providing to the Customer any services and refuse any future provision of any services.

GTC 2.8. Your choice of the option of the Kisiki capital Trading Challenge that you select when making an order shall also apply to the subsequent Verification. You will start the subsequent Verification and, possibly, other products related thereto, with the parameters and the same currency that correspond to the option of the Kisiki capital Trading Challenge selected by you. Once you make a selection, it is not possible to change it. If you are ordering a new Kisiki capital Trading Challenge, the restrictions specified in GTC clause 2.8 shall not apply.

GTC 2.9. The Provider reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.

GTC 4.5. The Customer may at any time request the cancellation of the Client Section by sending an e-mail to **enquiries@kisikicapital.com**.

Sending a request for the cancellation of the Client Section is considered as a request for termination of the contract by the Customer, with the Customer being no longer entitled to use the Services, including the Client Section and Trading Platform. The Provider will immediately confirm the receipt of the request to the Customer by email, whereby the contractual relationship between the Customer and the Provider will be terminated. In such a case, the Customer is not entitled to any refund of the fees already paid or costs otherwise incurred.

GTC 6.1. After paying the fee for the selected option of the Kisiki capital Trading Challenge, the Customer will receive the relevant login data for the Trading Platform at the e-mail address provided by the Customer or in the Client Section. The Customer activates the Kisiki capital Trading Challenge by opening the first demo trade in the Trading Platform.

GTC 15. OUT-OF-COURT CONSUMER DISPUTE SETTLEMENT

GTC 15.1. It is our objective that our customers are satisfied with the Kisiki capital services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address or at our address listed in GTC clause 11.2.