

# PAYMENTS, DEPOSITS, AND WITHDRAWALS

## Definitions:

**“Account”** means any account or accounts now or hereafter opened or maintained by you with us under these Terms, which forms part of your relationship with us.

**“Applicable Laws”** means all relevant or applicable statutes, laws, rules, regulations, directives, circulars, notices, bye-laws, guidelines, etc. (whether of a governing body, regulatory or other authority, market, exchange, clearing house or self-regulatory organisation).

**“Close-out”**, in respect of a Transaction, shall mean the act of closing out such a transaction (whether by way of an offsetting transaction or otherwise) or replacing such Transaction.

**“Confirmation”** means the written notice which contains specific terms of a Transaction entered into between you and us.

**“Money Transfer Service”** means any online remittance or funds transfer facility that we may from time to time offer as a means to fund your Account. Links may be made available to you for you to engage directly with those parties, where you will establish a relationship based on their account opening requirements. You are under no obligation to use such services.

**“Online Trading Facility”** when used in this Agreement, unless the context otherwise requires, shall mean, collectively and/or individually, as the context requires, all website(s), Electronic Trading Platform(s) software and/or services provided by us, from time to time under and/or pursuant to the Terms of this Agreement

**“Transactions”** shall include transactions in securities or such other transactions in the markets in the United States or such other markets that we may from time to time permit to be carried out under any Account.

## PAYMENTS

- You may deposit funds into your Account at any time. Deposits will only be accepted by a payment method (e.g. bank wire transfer, e-wallets, etc.) in the same name as yours. Under no circumstances will third-party or anonymous payments be accepted.
- Unless expressly determined and stated otherwise "in the terms agreed upon by mutual consent of the Parties", we do not accept payments by cash and/or cheque. In those instances where we might agree, in principle, to accept payment by cash and/or cheque, we shall nonetheless have the right to refuse payment by cheque if any payment given has not cleared on the first presentation of the cheque.
- If we accept any payments to be made by a debit card, credit card or any other payment method in respect of which processing fees may be charged, we reserve the right to levy a transfer charge.

- If you make a payment/deposit, we shall, without prejudice to any other provisions of this Agreement, use our best efforts to credit your Account with the amount of such payment within one (1) Business Day following the day on which the deposit has been accepted, if we are satisfied that you are the sender of the funds. At any given time, if we are not satisfied that you are the sender of the funds deposited in your Account, we reserve the right to reject such funds and/or return them to the remitter net of any transfer fees or other charges. You may be required to submit additional documentation as required by applicable “Anti-Money Laundering (“AML”) Legislation” and/or any other similar rules and regulations applicable to us. We reserve the right to charge a “USD 50 - handling fee” to your Account upon confirming that the deposit received was not sent by you (i.e. third-party deposit) to cover our expenses to prove that you engaged in a third-party deposit, and you hereby authorize us to charge this amount.
- All foreign currency exchange risk arising from any deposits in and/or withdrawals from your Account, or resulting from the compliance by us with our obligations or the exercise by us of our rights under these Terms and Conditions, will be borne by you.
- We shall not be obliged: (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; you consent to waive all rights to such interest and you acknowledge and agree that we will be the beneficiary of all such interest.

## **DEPOSITS**

- We reserve the right to impose deposit limits and deposit fees in our system(s), at any time.
- You agree that any funds transmitted to our bank accounts 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 bank account providers, our payment service providers and/or any other intermediary involved in the such transaction process. 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; in those instances where we are not 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, we reserve the right to refund/send back the net amount received to the same remitter from, and by the same payment method through which such funds were received.

## **DEPOSIT BY CREDIT/ DEBIT CARD**

- You can deposit funds to your Account with us quickly and easily by credit / debit card. The entire transaction is processed electronically - online.

- 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 / debit 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 / debit card fraudulent activity may include, but are not limited to, the following:
  - (a) Limits on the number of transactions allowed within a certain timeframe; and/or
  - (b) Limits on the amounts allowed to be deposited within a certain timeframe; and/or
  - (c) Limits on the amounts allowed to be deposited per transaction; and/or
  - (d) Limits on the amounts allowed to be deposited per registered email address; and/or
  - (e) Limits on the amounts allowed to be deposited based on the country the money is coming from; and/or
  - (f) Limits on the number of credit cards allowed per client; and/or
  - (g) Limits on the deposit attempts allowed per email address; and/or
  - (h) Restrictions on the number of email addresses allowed to be connected with a single credit card; and/or
  - (i) 3D secure authentication for the processing of transactions; and/or
  - (j) Checks for matching details.

In the case that the Company's systems and tools, as well as the systems and tools of the Company's payment service 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 / debit card fraudulent activity and ensure company's 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 of 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

Please note that it is a serious criminal offence to provide false or inaccurate information during your credit / debit card registration. Therefore, before we accept any credit / debit card deposits and/or making any such credit / debit card deposits, we must be fully satisfied that:

- (a) you are the legitimate owner/user of the credit / debit card used; and
- (b) it is you, as the legitimate owner/user of the credit / debit card, who is making and/or authorizing the deposit by credit / debit card.

In those instances where we are not satisfied of the above, we reserve the right to refuse the credit / debit card deposit(s) in question and to refund/send back the net amount deposited to the same credit / debit card account and via the same payment method through which such deposit(s) was/were made.

Fraudulent transactions are immediately cancelled after being detected. Under such circumstances, 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. Furthermore, we reserve the right to seize any profits and/or revenues generated directly or indirectly from exercising any such prohibited trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause. Any active Orders associated with the same fraudulent credit / debit card and/or Account will also be cancelled immediately. We have, and will continue to develop any tools necessary to identify credit / debit card fraud. Any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned and that decision shall be final and/or binding on all participants; no correspondence will be entered into.

We reserve the right, at our sole discretion, to impose such deposit limits and restrictions, as we deem fit. Current deposit limits and restrictions are displayed on the Credit / Debit Card Deposit screen displayed on our Online Trading Facility. If you would like to increase your credit / debit card deposit limit, please contact our Customer Experience team at [Deposit@prospuh.com](mailto:Deposit@prospuh.com)

## **CHARGEBACKS**

If you place a chargeback (on purpose or by mistake) for any deposit you made in your Account with us, we reserve the right to charge a “USD 150 research fee” to your Account upon receiving the chargeback to cover our investigative expenses.

We do not tolerate credit / debit 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 to this, we will file a report with your local police department, and pursue all fraudulent activities through your local jurisdiction for prosecution to the fullest extent of the law. 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; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

## REFUNDS AND WITHDRAWALS

- We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.
- 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, to (a) decline withdrawals via certain specific payment methods; (b) 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) require that further documentation be submitted as required by applicable rules and regulators, before proceeding with any withdrawal request.
- 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 (but shall under no circumstances be obliged) 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 charged by the receiver and/or for any currency exchange rates resulting from the payment of such amounts.
- 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.