

## **Payment Terms and Conditions**

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Over-the-counter margined derivative contracts including contracts for difference and spot foreign exchange are complex instruments. They come with a high risk of losing money rapidly due to leverage. You should understand how these products work, and whether you can afford to incur losses and have the appropriate risk appetite. We recommend you seek professional advice before investing

### **Payment Terms and Conditions**

These Payment Terms and Conditions pertain to matters concerning deposits and withdrawals, including associated fees and charges. These terms complement and supplement the general terms and conditions that govern our trading relationship with you (hereinafter referred to as the "General Terms and Conditions").

Capitalized terms used in these Payment Terms shall carry the meanings ascribed to them in the General Terms and Conditions.

### **1 Deposits and Withdrawals**

- 1.1 Pursuant to these Payment Terms and the General Terms and Conditions, you retain the capability to both deposit and withdraw funds from your account. Various payment methods are at your disposal, and comprehensive information regarding these methods is available on our portal and the payment services support page on our website.
- 1.2 In the event that you make a deposit or withdrawal request while there exists an outstanding payment owed to us, we reserve the right to retain the amount owed from the request and to apply set-off in compliance with the provisions articulated in the General Terms and Conditions.
- 1.3 Requests for deposits and withdrawals shall be processed expeditiously to the best of our ability. However, it is important to acknowledge that various factors, including verification checks and technical issues, may lead to processing delays. We shall not bear responsibility or be held/ liable for any loss accrued for any such delays.
- 1.4 Your deposits and withdrawals may be managed, facilitated, or executed by one or more of our affiliates.
- 1.5 Deposits and withdrawals may be subject to specific minimum and maximum transaction values. If your deposit or withdrawal request falls below the minimum or exceeds the maximum, your request shall not be processed.
- 1.6 Cash deposits are not accepted, and deposits from third parties are strictly prohibited. All deposits must be initiated by you using a payment method registered in your name.
- 1.7 If, in response to your deposit or withdrawal request:
  - (i) we are unable to verify the details of your payment method;
  - (ii) we cannot confirm the ownership of the payment method; or
  - (iii) we reasonably suspect that the information provided in the request is false, incomplete, or inaccurate,your request shall be declined. In the case of a deposit request, the funds will be returned to their source. Please note that we shall not be held liable for any losses resulting from a rejected deposit. We reserve the right to exercise all available rights and seek all remedies that may be accessible to us.
- 1.8 We implement a "return to source" policy for withdrawal requests, whereby withdrawals are processed using the same payment method used for the initial deposit, with payment cards receiving priority. This approach is followed unless specific regulations, our General Terms and Conditions, our Policies, or other applicable

terms dictate otherwise. In practice, this means that funds deposited via payment cards will be returned to those cards first. Subsequently, any remaining funds, if any, will be returned to your other payment methods.

- 1.9 In the event you deposit funds into your account via multiple payment sources and subsequently request a withdrawal, we will typically process the withdrawal back to the source of the deposit. This approach is followed unless specific regulations, our General Terms and Conditions, our Policies, or other applicable terms require otherwise. Concerning profits earned, we will generally process them through a bank transfer or the same deposit method used, unless other regulations, our General Terms and Conditions, our Policies, or other applicable terms stipulate otherwise.
- 1.10 If you intend to withdraw the free margin in your account, you may do so at any time. However, if the value of one or more of your open positions undergoes changes during the processing of the withdrawal request, such that the requested free margin is no longer available, the withdrawal request shall be rejected.
- 1.11 If you wish to withdraw your total equity, you must first close all of your open positions. Requests to withdraw your total equity can be submitted through the portal, by sending an email to [support@cmsfinancial.ae](mailto:support@cmsfinancial.ae), or by following the method detailed in these Payment Terms.
- 1.12 In the event we identify or suspect any errors, fraud, unjust enrichment, money laundering, terrorist financing, or any suspicious or irregular activity, as determined by us or reported by a third party, whether directly or indirectly related to any deposit or withdrawal request, we retain the right to take one or more of the following actions at our discretion:
  - (i) place the relevant request on hold and conduct an investigation;
  - (ii) immediately reject the request;
  - (iii) set off any amounts deemed due to us;
  - (iv) terminate our relationship with you in accordance with the General Terms and Conditions; or
  - (v) take any other action deemed appropriate in line with applicable regulations, the General Terms and Conditions, our Policies, or other applicable terms.
  - (vi) We reserve the right to suspend/withhold any amount of withdrawal request, if in our sole discretion, we believe there is a discrepancy or irregularity in the nature or extent of any of your trades.

## 2 Fees and charges

2.1 Your deposit or withdrawal may be subject to fees or charges imposed by:

- (i) your bank;
- (ii) your debit or credit card provider or card scheme;
- (iii) a third-party payment service provider;
- (iv) our bank or an alternative payment provider; or
- (v) by us.

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

2.2 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 acknowledge and accept the quoted exchange rate, inclusive of the currency conversion fee, which is a fixed percentage of the transaction value. You agree that the currency conversion fee will be deducted from the deposited, withdrawn, or transferred amount. The quoted exchange rate will be the prevailing rate at the date of the transaction. We reserve the right to modify the currency conversion fee at our discretion, based on various factors.

- (i) the currency of the deposit and the currency to which it is converted, or
- (ii) the currency in which your account is denominated and the currency in which the withdrawal is made.

2.3 If you make a deposit using a credit or debit card and subsequently request a chargeback or cancellation, you shall be responsible for a chargeback or cancellation fee imposed by your payment provider. In cases where we have reasonable grounds to suspect that your chargeback or cancellation request lacks good faith, we reserve the right to delay any withdrawal request pending an investigation by the relevant third-party payment service provider. If the said third-party payment service provider determines the chargeback or cancellation request to be dishonest, we reserve the right to take one or more of the following actions:

- (i) set off any amounts we deem to be owed to us, or to our third-party payment service provider;
- (ii) terminate our relationship with you as per the General Terms and Conditions; or
- (iii) take any other action we consider appropriate in accordance with Applicable Regulations, the General Terms and Conditions, our Policies, or other applicable terms.

### **Prepaid Cards**

- 3.1 We may offer prepaid cards for use by clients with active accounts. Such prepaid cards may be managed by separate terms and conditions, as well as fees and charges to which you shall be subject.
- 3.2 If you apply for and are issued a prepaid card but subsequently fail to collect it, you shall be liable for all costs and charges associated with the issuance of the prepaid card.
- 3.3 You acknowledge and agree that, at our sole discretion and without any obligation to furnish you with a rationale:
  - (a) We reserve the right to decline the issuance of a prepaid card to you, even if you are deemed to meet the eligibility criteria; or
  - (b) We retain the authority to cancel a prepaid card that has previously been issued to you.
- 3.4 In the event of the cancellation of your prepaid card, whether resulting from the termination of our trading relationship or any other reason, we shall issue a written notice that outlines the procedure for accessing any remaining credit on your prepaid card, if such credit exists.