

REFUND POLICY

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This Refund Policy describes how DEX GlobalPay UAB, www.dex-gp.com (hereinafter referred to as „Company“, „we“, „us“, „our“, as appropriate) handles refund request and proceeds with the refunds.

Capitalized terms utilized in this Policy and not defined have the meaning set forth in the other documents that form the Agreement as defined in Section 2.7. of the Terms and Conditions, or such other applicable document between the Customer and the Company relating to his/her access to and use of the Services.

This Refund Policy is based on the following rules:

- It concerns exclusively payment of a Fees and Customers' Funds (funding the Account).
- The Refund is dependent on the Customer meeting the eligibility criteria in full and compliance with the procedure for submitting refund request described below.
- Refund amount cannot exceed the original amount in question.
- The Company in its sole discretion shall have the right to decline or approve your request.
- This Policy applies does not refer to any refunds of Transactions submitted to or executed on the Trading Platform.
- This Refund Policy does not cover any transactions related to purchase-sale of Digital Assets and it does not refer to any refunds for purchased Digital Assets.
- Any charges, direct or indirect losses, commissions, and expenses which arise upon processing refund, shall be borne solely by the Customer and will be deducted from the final amount of refund.

How to submit a Request

- 1) The Customer must meet the eligibility criteria:
 1. All requests for refund will only be accepted where request form is received by the Company no later than forty-eight (48) hours after the disputed funding of the Account or payment of a Fees occurred (hereinafter referred to as the „Disputed transaction“).
 2. The Customer must provide accurate and correct information related to the Disputed transaction.

Where the Customer fails to meet any of the eligibility criteria, the Company shall have the right, in its sole discretion, to decline the Refund request.

Please note that the Company is not responsible for the result of any Transaction made due to Customer's error, or due to the provision of incorrect or misleading information. Moreover, the Company reserves the right to cancel the Customer's Order without any refund, or decline any refund request, if it suspects that Customer has or is engaged in, or has in any way been involved in, fraudulent or illegal activity.

- 2) The Customer must follow the following procedure:
 - Complete the request for refund (hereinafter referred as „Refund Request“) and send it to legal@dex-gp.com with ' Refund Request' in the subject line. The Refund Request must contain the following details:
 - Transaction ID;
 - Customer name and email address;
 - Amount and currency of requested refund;
 - Reason and description of the request.
 - The refund request form can be obtained at **Legal Documents**

Please note that submission of Refund Request Form does not guarantee that we will approve such request.

How does the Company handle the Request

- 1) The Company will send you a written acknowledgment (via email) of your Refund Request promptly following receipt.
- 2) Within fourteen (14) business days after receiving and considering a refund request the Company will either notify you of its final decision regarding the Refund request if additional information or documents are not required or request certain documents and information as described in point 3 below.
- 3) The Company may request from you, at its sole discretion, to provide certain documents and information, including without limitation identification documents, copy of your credit card or bank details and/or any other proof required to affect the refund. In case you fail to provide appropriate documents or information within five (5) business days after the Company's request for the documents and information, or in case of any doubts as to the authenticity of provided documents and information, the Company shall be entitled to cease the refund process until you take appropriate measures, as requested or decline the Refund request without further consideration. If the Company requests additional documents and information, the Company will notify you of its final decision regarding the Refund request within seven (7) business days after receiving the last requested additional document or information.
- 4) Our final decision will be based on thorough verification and investigation. Following the verification and investigation, we may: 1. approve your Refund Request and refund the amount of the Disputed transaction to you; or 2. decline the Refund Request. The Refund Request will be declined if the Company suspects that the Customer has, or is, engaged in, or have in any way been involved in, fraudulent or illegal activity, or there is no ground for Refund/, or the Customer did not meet the eligibility criteria.
- 5) Refund transactions can take up to five (5) business days, excluding time needed for funds transferred from the bank or payment provider to your account.
- 6) Refunds shall be made to the same source from which they have originated, after deduction of any cost or expense we incur with regards to such transfer, including without limitation any wire transfer charges, currency exchange charges and/or payment processing charges.
- 7) Your funds may, at our sole discretion, be returned to another source to which you are the beneficiary, as long as you provide us with the required documents and information to verify that the account to which the funds were requested to be refunded belongs to you.
- 8) Please note that the Company shall have the right to freeze your Account for the period of the Refund Request review process.

Chargebacks

- 1) Chargeback means a demand for a return of money to the payer following a loss, fraud, or disputed transaction, from a credit card or other payment method offering such a service.
- 2) Please note that this section does not affect any rights and/or claims, which the Customer may have against the bank, credit card company or any financial institution or payment provider. Prior to making a chargeback request with your bank or a credit card company, you need to contact us to try to resolve a problem or issue related to your previously approved Transaction. Any attempt to request a chargeback without contacting us may be considered as a breach of the Agreement.
- 3) The Company will investigate any chargeback requests made by the Customer and will inform his/her bank or credit card company or any financial institution or payment provider that the Service or Transaction has been canceled. If we receive a chargeback amount for a Customer's Transaction, we reserve the rights to hold this chargeback amount from the Customer's Account balance for the period of investigation and the dispute cycle of the payment system. We will credit the outstanding chargeback amount to the Customer's Account after completing this process and charging all applicable Fees and other expenses.
- 4) Please note that the Company shall have the right to freeze your Account for the period of the chargeback investigation procedure.

Digital Assets transactions

Due to the nature of digital assets all transactions are final and irrevocable. Funds traded through the Company are not eligible for a refund. Once you initiate a transaction with digital asset, we fix the exchange rate and process the transaction, so you cannot cancel it at any time. The transaction may only be offset at our current asking price minus the Fee.

Miscellaneous

- 1) In any case we will not be held responsible for your errors, including but is not limited to, errors in entering trade prices, errors in requested withdrawal addresses, errors in deposit transactions.
- 2) We do not allow negative balances. If you have a negative balance as a result of a Chargeback, the reversal of a transaction, a deduction of Fees or any other action carried by you, you are liable to repay the negative balance immediately without any notice from us. Where you have a negative balance in your Digital Asset Account and where available, a positive balance in your Fiat Wallet, or vice versa, you agree that we may carry out a transfer to or from the account with the positive balance to repay the negative balance on the other account. We may send you reminders or take such other reasonable actions to recover the negative balance from you, for example, we may use a debt collection service or take further legal actions. We will charge you for any costs we may incur as a result of any such reasonable actions.
- 3) The Company is entitled to amend this Policy. Amendments to the Refund Policy become effective as of the date when announced by the Company on the Website. The procedure for the handling of Refund Requests delivered to the Company before the effective date of such amended Refund Policy shall be subject to the updated version of the Refund Policy, unless the Customer informs the Company that he/she wishes to have his or her Refund Request dealt with in accordance with the Policy effective as at the moment of delivery of the Refund Request to the Company.
- 4) This policy is an integral part of the Agreement.