

REFUND ADMINISTRATION POLICY

1. REGULATORY PURPOSE, APPLICATION, AND GENERAL PRINCIPLES

1.1 Scope, Purpose, and Legal Application

1.1.1 This Refund Administration Policy (*hereinafter referred to as the “Policy”*) establishes the governing legal, procedural, operational, administrative, compliance, and risk-management framework adopted and implemented by **CAPITAL NOMOS** (*hereinafter referred to as the “Company,” “we,” “us,” or “our”*) in relation to the submission, receipt, review, verification, assessment, approval, rejection, processing, settlement, administration, monitoring, and management of refund, reimbursement, repayment, reversal, or recovery requests associated with deposits, account funding activities, payment transfers, financial remittances, or transactional operations conducted through the Company’s Services, Trading Platforms, digital systems, operational infrastructure, payment channels, or affiliated financial environments.

1.1.2 This Policy shall operate as a supplementary and legally binding component of the Company’s Conditions of Use and shall apply to all Clients, prospective Clients, authorized representatives, affiliates, payment transactions, account classifications, operational activities, financial arrangements, and all interactions conducted through the Company’s Website, Trading Platforms, digital interfaces, software systems, and associated operational environments.

1.1.3 By initiating deposits, maintaining an account, utilizing the Company’s Services, engaging in funding activities, conducting financial transactions, or otherwise accessing the Company’s operational infrastructure, the Client expressly acknowledges, confirms, and agrees to be legally bound by the provisions, standards, procedures, restrictions, obligations, and limitations contained within this Policy.

1.1.4 The Client expressly understands and accepts that the submission of a refund, reimbursement, repayment, reversal, or recovery request shall not create, confer, imply, or

guarantee any automatic entitlement, vested right, mandatory repayment obligation, or unconditional financial claim against the Company.

1.1.5 All determinations relating to reimbursement eligibility, refund approval, payment reversals, settlement arrangements, transactional recovery measures, or repayment decisions shall remain subject exclusively to the Company's internal compliance procedures, anti-fraud controls, operational standards, financial risk-management measures, regulatory obligations, payment verification protocols, and legal assessment procedures.

1.1.6 The Company reserves the unrestricted authority to amend, revise, supplement, replace, suspend, withdraw, interpret, or update this Policy at any time where deemed necessary for operational, legal, compliance, anti-fraud, cybersecurity, regulatory, commercial, financial, or risk-management purposes.

1.1.7 Any amendment, modification, revision, supplement, replacement, or update to this Policy shall become legally effective immediately upon publication through the Company's official Website, Client Portal, Trading Platform, or designated communication channels unless otherwise expressly specified by the Company.

2. ELIGIBILITY, CLIENT RESPONSIBILITIES, AND SUBMISSION REQUIREMENTS

2.1 Refund Eligibility and Qualifying Conditions

2.1.1 Any request for refund, repayment, reimbursement, transaction reversal, or return of deposited funds must be submitted strictly in accordance with the eligibility standards, operational requirements, procedural conditions, compliance obligations, and administrative timelines established under this Policy.

2.1.2 Refund requests may only be considered where:

- (a) the Client account remains fully compliant with the Company's Conditions of Use and all supplementary agreements;
- (b) the relevant transaction is not associated with suspicious conduct, fraudulent behavior, deceptive practices, sanctions exposure, payment abuse, or compliance violations;

- (c) the Client has fully satisfied all applicable Know Your Customer (*KYC*), Anti-Money Laundering (*AML*), Counter-Terrorism Financing (*CTF*), and verification requirements;
- (d) the deposited funds remain legally, commercially, and operationally eligible for reimbursement review; and
- (e) the Company determines, at its sole and absolute discretion, that the request satisfies all internal operational, legal, financial, and compliance standards.

2.1.3 Refund requests submitted later than fourteen (14) calendar days from the date of account registration, payment processing, or funding activity may be deemed inadmissible unless otherwise required by applicable law or expressly approved by the Company.

2.1.4 No reimbursement, refund, repayment, or reversal request shall be processed for accounts that have been suspended, frozen, restricted, terminated, or placed under investigation as a result of:

- (a) fraud concerns;
- (b) abusive trading practices;
- (c) AML/CTF violations;
- (d) deceptive conduct;
- (e) payment disputes;
- (f) sanctions-related concerns;
- (g) chargeback abuse; or
- (h) breaches of contractual obligations.

2.2 Submission Procedures and Documentary Requirements

2.2.1 Refund requests must be submitted exclusively through the Company's officially designated communication channels and must originate from the Client's registered email address or authenticated account environment.

2.2.2 The Client shall provide complete, accurate, current, authentic, and verifiable information including, where applicable:

- (a) full legal name;
- (b) registered account number;
- (c) transaction references;

- (d) payment confirmations;
- (e) proof of ownership of payment instruments;
- (f) banking information;
- (g) explanation supporting the request; and
- (h) any additional documents reasonably requested by the Company.

2.2.3 The Company reserves the right to reject, suspend, disregard, delay, terminate, or refuse review of any request containing incomplete, inaccurate, altered, unverifiable, misleading, contradictory, or fraudulent information.

2.2.4 Duplicate, repetitive, abusive, excessive, or bad-faith reimbursement submissions may be consolidated, restricted, suspended, or permanently rejected unless supported by materially relevant evidence or substantial factual developments.

2.2.5 The Client bears sole responsibility for ensuring the legality, authenticity, completeness, and accuracy of all submitted documents, declarations, records, explanations, and supporting materials.

3. REVIEW PROCEDURES, APPROVAL AUTHORITY, AND PROCESSING OPERATIONS

3.1 Internal Assessment and Compliance Review

3.1.1 Upon receipt of a reimbursement or refund request, the Company may conduct operational, legal, financial, anti-fraud, payment-verification, compliance, and risk-management assessments before issuing any determination.

3.1.2 Such internal assessments may include:

- (a) source-of-funds verification;
- (b) transaction tracing;
- (c) payment authentication;
- (d) account activity analysis;
- (e) KYC and AML reviews;
- (f) sanctions screening;

- (g) fraud-prevention analysis;
- (h) communication record examination; and
- (i) consultation with banks, payment processors, financial institutions, or affiliated service providers.

3.1.3 The Client expressly authorizes the Company to communicate with intermediary institutions, payment gateways, banks, fraud-monitoring providers, regulators, compliance agencies, or affiliated operational entities for the purpose of validating transaction legitimacy and reimbursement eligibility.

3.1.4 All refund determinations shall remain entirely within the sole and absolute discretion of the Company and may be influenced by:

- (a) operational limitations;
- (b) banking restrictions;
- (c) legal obligations;
- (d) regulatory requirements;
- (e) fraud concerns;
- (f) payment-provider rules;
- (g) technical limitations; or
- (h) internal compliance procedures.

3.2 Refund Processing and Settlement Procedures

3.2.1 Where a refund request is approved, the Company shall ordinarily initiate processing within seven (7) business days following approval, subject to operational conditions and external processing requirements.

3.2.2 The Client acknowledges that the final settlement and receipt of refunded funds may depend upon:

- (a) intermediary financial institutions;
- (b) banking networks;
- (c) payment gateways;
- (d) card issuers;
- (e) currency-conversion procedures;

- (f) jurisdictional restrictions; and
- (g) regulatory review timelines.

3.2.3 Refund settlement periods may extend up to thirty (30) business days or longer depending on the operational procedures and processing timelines of external financial institutions beyond the Company's direct control.

3.2.4 Refunds shall ordinarily be returned using the original funding method utilized by the Client unless:

- (a) such payment method is unavailable;
- (b) legal or regulatory restrictions prohibit its use;
- (c) fraud-prevention measures require an alternative method; or
- (d) the Company determines that another payment channel is operationally necessary.

3.2.5 The Company may refuse to process reimbursements directed toward:

- (a) anonymous payment instruments;
- (b) unverifiable accounts;
- (c) unrelated third-party payment methods; or
- (d) payment channels inconsistent with the original source of funds.

3.2.6 The Company shall not be liable for delays, interruptions, settlement failures, operational disruptions, or financial losses caused by external banks, payment providers, intermediary institutions, or circumstances beyond the Company's reasonable operational control.

4. FINANCIAL LIABILITY, CHARGEBACKS, AND FRAUD PREVENTION CONTROLS

4.1 External Costs and Financial Responsibility

4.1.1 The Client shall bear sole responsibility for all external banking fees, intermediary deductions, foreign exchange charges, wire-transfer expenses, taxation obligations, payment gateway fees, administrative costs, or third-party processing charges associated with refund transactions.

4.1.2 The Company shall not be liable for deductions, delays, settlement interruptions, conversion discrepancies, additional charges, or processing limitations imposed by external financial institutions or third-party service providers.

4.2 Chargeback Prevention and Anti-Fraud Enforcement

4.2.1 The Company maintains strict anti-fraud, payment-monitoring, and chargeback-prevention controls intended to identify, investigate, prevent, and respond to abusive reimbursement conduct, fraudulent reversals, unauthorized disputes, deceptive payment activity, or financial manipulation.

4.2.2 Where a Client initiates a chargeback, unauthorized payment dispute, fraudulent reversal request, or banking complaint without first complying with the Company's internal reimbursement procedures, the Company may:

- (a) freeze account balances;
- (b) suspend trading privileges;
- (c) terminate account access;
- (d) reverse promotional benefits;
- (e) recover operational losses; or
- (f) initiate legal, regulatory, or administrative proceedings.

4.2.3 The Company further reserves the right to report suspicious reimbursement activity, deceptive financial conduct, fraudulent payment behavior, or abusive refund practices to competent authorities, regulators, financial institutions, payment providers, fraud-monitoring databases, or law-enforcement agencies where appropriate.

5. RECORD RETENTION, CONFIDENTIALITY, AND AUDIT RIGHTS

5.1 Maintenance of Records and Operational Retention Standards

5.1.1 The Company shall retain records relating to reimbursement requests, supporting documentation, communications, investigations, operational reviews, compliance assessments, determinations, and payment-processing activities for such periods as required under applicable law, regulatory obligations, or internal compliance procedures.

5.1.2 Such records may be reviewed internally or disclosed to auditors, regulators, financial institutions, compliance providers, payment processors, legal authorities, or law-enforcement agencies where required by law or reasonably necessary for operational, audit, fraud-prevention, regulatory, or dispute-resolution purposes.

5.2 Confidentiality and Information Handling

5.2.1 Refund-related records, communications, financial information, payment data, supporting documentation, and reimbursement materials shall be treated as confidential in accordance with the Company's Data Governance and Privacy Protection Policy and applicable legal obligations.

5.2.2 The Client expressly acknowledges and consents that reimbursement-related information may be processed, analyzed, reviewed, transferred, retained, disclosed, or stored for:

- (a) compliance purposes;
- (b) fraud prevention;
- (c) operational administration;
- (d) dispute resolution;
- (e) legal enforcement;
- (f) regulatory reporting; or
- (g) audit procedures.

6. ENFORCEMENT, POLICY AMENDMENTS, AND FINAL PROVISIONS

6.1 Policy Amendments and Administrative Authority

6.1.1 The Company reserves the unrestricted authority to revise, amend, supplement, replace, suspend, withdraw, or update this Policy at any time without prior individual notice



where deemed necessary for operational, legal, regulatory, compliance, cybersecurity, anti-fraud, commercial, or risk-management purposes.

6.1.2 Any amendment, modification, supplement, or revision to this Policy shall become legally effective immediately upon publication through the Company's official Website, Client Portal, Trading Platform, or designated communication channels unless otherwise expressly specified by the Company.

6.1.3 Continued access to or use of the Company's Services, payment infrastructure, operational systems, or digital environments following the publication of any amendment shall constitute the Client's binding acknowledgment, understanding, and acceptance of the revised provisions of this Policy.

6.2 Survival, Legal Effect, and Continuing Obligations

6.2.1 Nothing contained within this Policy shall limit, restrict, prejudice, waive, or otherwise impair any rights, remedies, protections, authorities, powers, or enforcement measures available to the Company under applicable law, contractual agreements, regulatory obligations, anti-fraud frameworks, compliance procedures, or internal operational controls.

6.2.2 This Policy shall survive account suspension, account restriction, account closure, service termination, discontinuation of the Client relationship, or cessation of the Company's Services to the extent necessary for compliance obligations, dispute resolution procedures, fraud investigations, reimbursement reviews, audit requirements, financial recovery actions, regulatory reporting, or legal enforcement proceedings.

6.2.3 Any rights, protections, indemnities, remedies, confidentiality obligations, reimbursement restrictions, compliance responsibilities, audit authorities, investigatory powers, recovery rights, or enforcement measures arising under this Policy shall continue in full force and effect notwithstanding the suspension, expiration, closure, restriction, or termination of the Client's account, contractual relationship, or access to the Company's Services.