



CREDIT CARD DISCLAIMER & POLICY

VPFX FINANCIAL SERVICES L.L.C.

www.vpfxmena.com



DISCLAIMER

VPFX Financial Services L.L.C. (SCA License no: 20200000242) is an authorized and registered limited liability company under the law of the Securities Commodities Authorities (SCA), United Arab Emirates, under its exclusive partnership with VPFX Limited (Malaysia) to exclusively facilitate our UAE Nationals and Residents. However, VPFX Financial Services is not authorized to hold clients assets or money and all services are provided only on introduction and promotion basis.

1. Product Risk Warning

- a. Trading in Derivatives is highly speculative and carries a high level of risk. It is possible to lose all your capital. These products may not be suitable for everyone, and you should ensure that you understand the risks involved. Seek independent advice if necessary. Speculate only with funds that you can afford to lose.

2. Exception

- a. The information on this site is not directed at residents of the United States and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

3. Payments Processing

- a. The domain www.vpfx.net is operated by VPFX, which is authorized and regulated by the Labuan Financial Service Authority (LFSA) in Malaysia (License No MB/20/0046).
- b. As an account holder with VPFX, you are responsible for monitoring your trading account ("Account") and margin requirements. Only funds available in your Account shall be considered for margin-risk calculation and trading purposes.
- c. Money transfers, direct deposits, and credit card deposits will be available for your trading only when we have verified the deposit and credited the funds to your Account, regardless of any confirmation you may receive from your or our bank and whether the funds have been received by us.
- d. VPFX does not offer its services to the residents of certain jurisdictions such as Afghanistan, Cote d'Ivoire, Cuba, Iran, Libya, Myanmar, North Korea, Sudan, Puerto Rico, USA, Syria, and Yemen. Please check Restricted Countries.

4. Liability

- a. You remain liable for all losses (whether direct or indirect) that may occur whilst we complete the transaction, including in situations where there are delays in receiving or verifying the funds by us.
- b. As in the case of credit card deposits, which in most cases work as an instant tool to fund your account, there can be delays or rejections caused by security restrictions or temporary disruption or failure, or any other technical issues. If the automatic fund deposit fails, manual intervention may be needed, and this may not take place until the next working day.

- c. In the meantime, if you face such an issue, you are still able to manage your Account independently by means of a full or partial close or hedge of your positions until the funds are credited and shown in your Account as available for margin trading.

5. Clients Acknowledgment using credit Card

- a. The Client hereby confirms and acknowledges that any payment(s) made by credit card(s), will bear the Client's name, and will be credited into the Client Account held with the Company and that the sole purpose for such payments is in accordance with the purpose of this Agreement.
- b. The Client acknowledges and agrees that the funding of the Client Account by credit card is done directly from the Website or the Client Portal.
- c. The Client acknowledges that the name on the credit card must match the Client Account name, and the Company shall have the absolute right at its own discretion to reject such a deposit. All fees and charges incurred as a result of the deposit, or the rejection shall be borne by the sender and the Client hereby indemnify and hold harmless the Company and its employees against any loss (whether directly or indirectly) that arises out of or in connection with the transfer of deposits by the sender in the manner prescribed to under this paragraph.
- d. The Client accepts the advice of the Company for him to allow the visual contact of the 6 first and the last 4 digits of his card number only; and cover the CVV numbers of the back side of the card before sending a copy of his Card to the Company, for security purposes. The Client accepts that the rest of the information should remain visible such as the card holder Name, Expiry Date and Bank Name.
- e. The Client accepts that the Company has the right to reject any credit card payments coming from high-risk regions high risk countries, as recognized as such by the Applicable Regulations and the laws and regulations where the relevant Company Bank Account is located.
- f. The Client acknowledges and accept that all credit card transactions (deposits) are nonrefundable and irrevocable.
- g. The Company may in its absolute discretion withhold withdrawal any refund request(s) if the request appears on the face of it to be fraudulent for manual review and if necessary to contact the Client by any means the Company sees appropriate, to confirm the request. If the Company is not satisfied for any reason the Company may, without prior notification cancel the withdrawal and refund request.
- h. The Client further acknowledges that if on the face of it any deposit seems to be fraudulent, the Company shall have the right without prior notice to do what is reasonable to mitigate the risks including, without limitation:

- to refund the deposited amount in line with the terms of the Agreement.
 - to apply a zero balance and equity to the Client Account.
 - to close any or all Client's Accounts.
 - to deny the withdrawal of any profits and/or the coverage of any loss.
 - to report any matter to any regulatory authority as required under the Applicable Regulations or the laws where the Company's Bank Account is located.
 - to take any legal action against the Client; and/o
 - to take any other remedy as the Company may see fit.
- i. The Client hereby waives and releases the Company from any liability arising out of or in connection with any action that the Company might exercise in accordance with the terms of this Agreement and this clause 23(b) of Terms of Business and Agreement.
- j. The Client confirms that the deposits by credit card are subject to fees applicable from time to time by the credit companies.

6. Chargeback and Claims

- a. The Client further confirms and acknowledges that the right of the chargeback shall not be permitted in cases when the Company has already executed a Transaction.
- b. The Client hereby confirms and acknowledges that the right of the chargeback shall not be permitted if the credit card(s) has been stolen taking into consideration the 3D secure policy, used by the Company, by which such payment(s) are not approved.
- c. The Client confirms and acknowledges that due to the type of services and activities provided by the Company, the Client is not permitted to claim that the performance did not correspond to a written description so as to cancel the services. Should the Client request the chargeback claiming that the performance did not correspond as per the Instruction, the Client confirms and acknowledges that the Company has the right to provide any third party, with the required documentation in regard to such Client's Account(s), in order to prove any transactions/allegation.
- d. The Client confirms and acknowledges that the Company will not be held responsible regarding any delays that may occur in regard to credit card transactions, caused by third parties, during the process of such transactions, or due to any other laws/impediments given or made in any jurisdiction at such given time of any such transactions.

- e. In the event of a dispute related to chargeback, the Client agrees that the Company has the right to withhold the chargeback in a reserve until the dispute is finalized. The Client understands and agrees that it may happen, as a consequence of the reserved chargeback, that such chargeback may reflect on any of the transaction(s) of the Client's account(s).
- f. The Client shall be liable for all and any costs paid to the credit card processor or bank(s), other parties, attorney's fees and other legal expenses, and the reasonable value of the time that the Company spent on the matter, incurred during the process of the dispute resolution.
- g. To the extent permitted by law, the Company may set off against the Balances for any obligation and liability of the Client, including without limitation any chargeback amounts.
- h. The Client accepts that the Company has the right to apply any exceptions to the terms of this section (section 24 of Terms of Business) at its sole discretion and for whatever reason and/or when such exceptions are considered at the opinion of the Company necessary and/or appropriate for the execution of such terms and/or when such terms are impossible to be executed for any reason and/or person.
- i. The Client acknowledges and confirms that the Company may, at its own discretion and at any time and/ or for whatsoever reason and/or without any prior notification to the Client and/or without the prior consent of the Client, to increase the number of transfer fees which is demonstrated at the Company's Website-Trading - Deposit & withdrawal page to any other amount the Company believes necessary.



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