**Binolla** 

**Payment policy** 



- 1. This Payment Policy is an annex to the User Agreement, and its integral part.
- 2. By registering on the Company's website, the Client thereby guarantees that he has read the provisions of the User Agreement and its annexes, accepted them, and undertakes to follow them when using the Company's services in the future.
- 3. In order to perform trading operations, the Client needs to register, open an Account with the Company, and transfer funds to this Account (the amount on the Client's Account forms the Account Balance). The Company offers several methods for crediting funds, the method chosen by the Client automatically becomes the method for withdrawing funds, unless otherwise established by the Company, or the provisions of the Company's documents.
- 4. Payment systems offered to the Client for performing actions of replenishing his account, withdrawing funds, etc., are not partners of the Company. The Company is not responsible for their actions and / or inaction, for errors, technical failures in their work, and so on. The Client hereby understands and agrees that all risks, incl. financial, for the chosen payment system lie entirely with the Client. In case of any questions, problems related to the payment agent, the Client has the right to apply to them with a corresponding claim (message), notifying the Company of such appeal no later than 24 hours from the date the claim (message) was sent to the payment system. A notification describing the problem is sent to the Company's e-mail: info@binolla.com.
- 5. Registration on the Company's website incl. consists of:
  - -filling out registration forms (questionnaires);
  - —the procedure of verifying the Client's account (at the discretion of the Company);
  - -opening an Account;
  - —replenishment of the Account Balance by the selected method (from those offered by the Company on the date of replenishment);

The present list of actions is unclosed, and can be edited (supplemented) by the Company unilaterally.

## 6. Filling out the registration forms of the Company.

6.1. The Client guarantees, that when filling out all the necessary registration forms during the registration process, the information provided by him is true, complete, accurate, up-to-date, and complies with the requirements of the User Agreement and its annexes. In case of changes in the information, the Client undertakes to immediately update the data independently. Responsibility for potential consequences of non-updated information lies with the Client.

## 7. Client's account verification procedure.

- 7.1. Verification is a process of revision of the Client's data for accuracy, namely the data of the Client's Personal Account, information about the Client, about the funds, their belonging to the Client, their sources of origin, about the instruments used by the Client when performing operations, etc.
- 7.2. During the process of verification, the Company has the right to:
  - -request documents for the Client's identification;
  - request documents confirming the place of residence of the Client, the place of his actual location;



- —request documents confirming the financial status of the Client, as well as the legal origin of the funds used by him;
- —other necessary documentation (the need to provide a particular document is determined by the Company unilaterally, and is not subject to dispute);

In his turn, the Client undertakes to provide the information referred to in this clause, in the manner and form required by the Company in the corresponding request.

The deadline for providing such information is 5 (five) days from the date of receipt of the Company's request, unless another period is specified in such a request.

The total period of the verification procedure is from 10 (ten) to 30 (thirty) business days.

## 8. Opening an account. Replenishing of the Client's Account Balance.

- 8.1. The procedure of replenishing the Client's Account Balance includes:
  - —preparation by the Client of a request to transfer funds to the Client's Account. The request is generated through the Personal Account of the Client;
  - —selection of the method of replenishment of the Client's Account, provided that the Company offers such method of replenishment at the time of transfer. The list of available payment agents is displayed in the Client's Personal Account;
  - —selection of the Account's currency (from those possible at the time of replenishment of the Account), as well as the currency of replenishment of the Account (if the Company provides such an opportunity);
  - -determination of the amount of funds to be deposited;
  - —filling out the form of the Company, by means of entering certain data.
- 8.2. The term for crediting funds to the Client's Account depends on the payment system chosen by him, the method of replenishment, and the currency of the transfer. The Company is not responsible for the timeframe of depositing funds, and cannot influence such timeframe. The Client hereby understands and accepts, that all questions regarding the procedure and timeframe for crediting funds to the Account should be addressed to representatives of a particular payment system, and not to the Company. The Company is not responsible for paying agents, their actions or inactions.

### 9. Withdrawal of funds from the Client's account.

- 9.1. Withdrawal of funds from the Client's account is carried out on the basis of the request (order) of the Client. The Client has the right to send a corresponding request to the Company at any time, in respect of any amount, but within the limits of the Client's Account balance at the time of such request.
- 9.2. The Client's request for withdrawal of funds must simultaneously meet the following requirements:
  - —be executed through the Client's Personal Account, otherwise the Company has the right to refuse to execute the order;
  - be displayed in the transaction history section, as well as in the Company's accounting system;
  - —must correspond to the amount of the Client's Account Balance. The Company has the right to reject the Client's request if the balance of the Client's Account is less than the amount



specified in the request (including all costs, commissions and other additional amounts); the Client's profit, that exceeds the amount of funds deposited by him, is transferred to the Client's account only in accordance with special procedure agreed with the Company. The Client's previous deposit may be withdrawn by the Company, using the same method which was used by the Client, for his subsequent deposit;

- —withdrawal of funds is made by the method by which the Client's Account was replenished, to the same payment system. At the same time, the Company has the right to set a limit on the withdrawal of funds, which will be equal to the amount of replenishment of the Client's account from this payment system. This clause is applied by the Company at its own discretion, and may change in each situation under consideration. For example, the Company has the right to withdraw funds from the Client's Account through a payment system that is different from the one used by the Client for replenishing his Account. The Company reserves the right to request from the Client, and the Client undertakes to provide details of other payment instruments.
- 9.3. In order to execute the Client's order, the Company has the right to involve third parties. At the same time, the Company is not responsible for the actions and / or inaction of such agents.
- 9.4. The client confirms that the details specified in the request are correct. Responsibility for errors and omissions made in them, and their consequences in the form of non-crediting of funds to the Client's External Account, as well as possible commissions (expenses), etc., lie entirely with the Client, and are his expenses.
- 9.5. Withdrawal order is issued in the currency of the Account. The currency of the transfer may differ from the currency of the Account, in which case the amount of the transfer is converted into the currency of the Account at the rate set by the Company at the time of debiting the funds. The Company reserves the right to change the conversion rate unilaterally. The currency conversion rate may differ from the rates set by government agencies, credit institutions or the market.
- 9.6. The conversion rate, possible commissions, costs associated with the transfer of funds, are the costs of the Client. The Company sets them independently, at its own discretion, at the time of execution of the Client's order.
- 9.7. The list of currencies in which funds can be transferred to the External Account is specified in the Client's Personal Account.
- 9.8. The Company reserves the right to refuse the Client to withdraw funds in a currency, other than the currency of the Account.
- 9.9. The Company has the right to set limits on the amount of withdrawal of funds from the Client's Account (both minimum and maximum), which may depend on the currency of the transfer and the method of debiting. Such restrictions may be reflected in the Client's Personal Account at the time of submitting a withdrawal request.
- 9.10. The total time period of the procedure of considering the Client's funds withdrawal order, and making a decision on it is from 5 (five) to 15 (fifteen) days from the date of its receipt by the Company. In case the Client has not received a decision on his request within the specified period, he has the right to contact the Company's support service.
- 9.11. The following methods of withdrawing funds from the Client's Account are provided (on condition that the Company offers these methods at the time of transfer).

#### 9.11.1. Bank transfer.

—The client generates a request for withdrawal of funds using a bank transfer. The request is generated in the Client's Personal Account. In the request, the Client indicates the details, in accordance with which the Company makes the transfer;



- —a withdrawal can only be made to the Client's bank account (an account opened in the name of the Client). Otherwise, the Company has the right to refuse to process a withdrawal operation;
- —The Company is not responsible for the timeframe of receipt of funds to the bank account by means of bank transfers.

#### 9.11.2. Electronic transfer.

- —The client generates a request for withdrawal of funds using electronic transfers. The request is generated in the Client's Personal Account. In the request, the Client indicates the details in accordance with which the Company makes the transfer;
- —a withdrawal can only be made to the Client's electronic account (an account opened in the name of the Client). Otherwise, the Company has the right to refuse to process a withdrawal operation;
- —The Company is not responsible for technical failures in the process of electronic transfers, software errors, that have caused or could have caused the Client's losses, as well as for the timeframe of withdrawal of funds by means of electronic payment systems.
- 9.12. The list of withdrawal methods is unclosed and may be supplemented at the discretion of the Company. This information may be displayed in the Client's Personal Account.

#### 10. Refund to the Client.

- 10.1. Within the framework of this section of the Payment Policy, the term "funds" shall be understood as those funds of the Client, which were not used by him for conducting trades, but which were credited to the Account by the Client, and were not used to perform any operation, after they were credited.
- 10.2. The Client has the right to withdraw funds from his Account by issuing an appropriate refund order in accordance with the requirements of the User Agreement, the Payment Policy and other annexes to the User Agreement. The refund order must meet the following requirements:
  - —must be generated through the Client's Personal Account or sent to the Company's e-mail info@binolla.com Otherwise, the Company has the right to refuse to execute the order;
  - —must comply with the laws of the countries under whose jurisdiction the operation falls; must take into account the restrictions, both the laws of these countries and the Company itself;
  - —the order is sent in respect of any amount, but within the limits of the Client's Account Balance at the time of the order. The Company has the right to reject the Client's request if the Client's Account Balance is less than the amount specified in the request (including all costs, commissions and other additional amounts).
- 10.3. The Client confirms that the details specified by him in the refund request are correct. Responsibility for errors made in the details and their consequences in the form of non-crediting of funds to the Client's External Account, possible commissions (expenses) for correcting the situation and other costs, lie entirely with the Client, and are his expenses.
- 10.4. A Refund is made by the method by which the Client's Account was replenished, to the same payment system. At the same time, the Company has the right to set a limit on the return of funds, which will be equal to the amount of replenishment of the Client's Account from a particular payment system. This clause is applied by the Company at its own discretion and may change in each situation under consideration. For example, the Company has the right to return funds from the Client's Account through a payment system that is different from the one which

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was used by the Client for replenishment. The Company reserves the right to request from the Client the details of other payment instruments, and the Client undertakes to provide them.

- 10.5. If the procedure of the return of funds differs from the procedure established by the documents of the Company, the Company has the right (but is not obliged) to return the amount previously credited by the Client, using the same method, the Client replenished his Account with. In this case, the Company sets the timeframe of return unilaterally.
- 10.6. A refund order is issued in the currency of the Account. The currency of the transfer may differ from the currency of the Account, in which case the refund will be made in the currency of the Account. The amount of funds is converted into the currency of the Account at the exchange rate set by the Company at the time of debiting the funds. The Company reserves the right to change the conversion rate unilaterally. The currency conversion rate may differ from the rates set by government agencies, credit institutions or the market.
- 10.7. All costs associated with the refund procedure, mandatory payments, commissions, taxes, deductions, conversion costs, are covered by the Client at his own expense.
- 10.8. Funds can be credited to the Client's External Account in a currency other than the currency of the External Account (if the Company or the payment agent has such an opportunity).
- 10.9. The Company has the right to set limits on the amount of refunds (both minimum and maximum), which may depend on the currency of the transfer and the method of debiting. Such restrictions are reflected in the Client's Personal Account at the time of submitting a refund order.
- 10.10. In order to provide payments to the Client, the Company has the right to involve third parties, while the Company is not responsible for the actions / inactions of these agents.
- 10.11. The total time period of the procedure of considering the Client's order for a refund, and making a decision on it is from 5 (five) to 15 (fifteen) days from the date of its receipt by the Company. In the event that the Client has not received a decision on his request within the specified period, he has the right to contact the Company's support service.

### 11. Final provisions.

- 11.1. The Company does not provide information about the Client and his transactions to third parties. The exception is an official request sent to the Company from regulatory, and other competent state bodies. The request must comply with all requirements applicable to such requests.
- 11.2. The company is not a tax agent.
- 11.3. The Company is not responsible for the actions and/or inactions of third parties involved in the Client's activities under the User Agreement, incl. in the course of procedures for crediting funds, withdrawing, refunding, etc.
- 11.4. The financial obligations of the Company may not exceed, and are always limited to the amount of the Client's Account Balance on a specific date and time.
- 11.5. When replenishing the Account by the Client, the Company's financial responsibility begins from the moment the Client's funds are credited to the Company's bank account, or its account in payment systems. The list of payment systems used by the Company is displayed on the Company's website. Accordingly, when funds are withdrawn from the Client's Account, the financial responsibility of the Company ceases at the moment the funds are debited from the Company's bank account, or its account in payment systems.

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Thus, the financial obligations of the Company appear subject to the appearance of a record in the trading platform, about the Client depositing funds into his account, and terminate at the time of withdrawal of funds from the Client's account.

- 11.6. The Company reserves the right to cancel any transaction, as well as the results of such a transaction, in the event of technical errors, incl. on the side of the Company. The actions of the Company and their results may also be cancelled.
- 11.7. The Company reserves the right to suspend any operations of the Client, or cancel them, if any kind of suspicious activity is detected in the course of the Client's activities on the Company's trading platform.
- 11.8. The Company has the right to cancel any action of the Client and / or block the Client's Account upon detection of fraud, illegal financial transactions, actions of a fraudulent nature, and other actions that directly or indirectly contradict the legislative norms of international and domestic law.