

Regulations for Non-Trading Operations.



Regulations for Non-Trading Operations

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General provisions

- 1.1. These Regulations for Non-Trading Operations (hereinafter, “Regulations”) have been developed within a framework of international cooperative measures aimed at combatting financial misconduct, exposing and preventing violations of the law, and establishing the procedure for performing non-trading operations on a Client Account with COMMERCIAL GROUP FX LIMITED (hereinafter, “Company”).
- 1.2. “Non-trading operation” shall mean any operation performed by the Client that involves the depositing of funds to their Client Account, the withdrawal of funds from their Client Account, or the internal transfer of funds between Client Accounts.
 - a) The terms and definitions applicable to these Regulations are specified in clause 17 of the Client Agreement, which can be found in the “Regulatory Documents and Agreements” subsection, located in the “About Us” section on the Company Website. In cases where certain provisions of these Regulations concerning non-trading operations contradict those in the Client Agreement or the Terms of Business, the clauses of these Regulations shall prevail. This provision does not render other terms of the aforementioned documents invalid.
- 1.3. Requests for non-trading operations can only be sent by the Client to the Company through the online forms available on the website under the “Account Tools” section. All other means of communication specified in Chapter 3 of these Regulations are intended for further supporting correspondence between the Company and the Client and notifications to the Client by the Company.
- 1.4. When registering for a trading account on the Company Website, the Client undertakes to provide accurate and authentic information to identify themselves in accordance with the requirements of the Client Registration Form on the Company Website and these Regulations. The Client shall inform the Company of changes to their identification data in a timely manner.
- 1.5. The Company reserves the right to request the following documents at any time in order to verify the Client’s identity as an individual person:
 - a) Proof of identity. A high-resolution scanned copy or photo of the Client’s passport pages or any other national ID that clearly indicates the Client’s full name, date and place of birth, passport number, dates of issue and expiry, issuing country, and the Client’s signature.
 - b) Proof of address. A high-resolution copy or photo of a: utility bill (water, electricity, phone bill) issued within the last 3 months; bank statement (for a current account, deposit account or credit card account); bank reference letter confirming the Client’s address.
- 1.6. The Company reserves the right to request the following documents at any time in order to verify the identity of a Client as a legal entity:

- a) Corporation and registration documents and documents confirming the Company's legal status and the authority of the signatory to the Client Account.

1.7. The Company reserves the right to suspend the execution of non-trading operations on a Client Account if it is discovered that the Client's identification information is inaccurate or false, as well as in cases where the Client does not provide the required documents.

The Company collects information, allowing it to determine whether new or existing Clients are subject to the USA's "Foreign Account Tax Compliance Act" (FATCA) requirements. In this regard, the Company may request that the Client complete one of questionnaires on self-certification in a form from the Company, the W-8 form, and may request additional documents and information. The Company cannot provide services to those individuals whose foreign accounts are subject to FACTA requirements.

1.8. The Client guarantees the legitimate origin, lawful possession and right to use the funds transferred by the Client, to the Client's Account.

1.9. The Company shall have the right to amend the terms of these Regulations at its sole discretion and at any time, giving the Client 3 (three) business day's prior notification in one or several of the ways described in clause 3.1 of these Regulations. Such amendments will come into effect on the date specified in the notification.

1.10. These Regulations are transparent and are an integral part of any agreement concluded between the Company and the Client. The content of these Regulations shall be disclosed without limitation upon the request of any interested party.

Suspicious non-trading operations

2.1. The Company may declare a non-trading operation suspicious in cases including, but not limited to:

- a) exposure of abuse of funds transfers without using the Company's services (without completing trading operations on the trading account, without using investment services); revelation of the unusual nature of operations that do not have obvious economic substance or obvious legal purpose;
- b) revelation of circumstances providing grounds to believe that the operations are being performed for the purpose of money laundering or financing terrorism;
- c) failure of the Client to provide any verification documents, as well as submission a misrepresentation of information;
- d) inability to contact the Client using their registered email address and telephone number;
- e) failure of the Client to provide proof of identity of a beneficiary, i.e. a person for the benefit of whom the Client acts (in particular, on the basis of an agent contract, commission and trust management contracts, while carrying out non-trading operations);
- f) submission of counterfeit or invalid documents.

2.2. The Company can declare a non-trading operation suspicious on the basis of analysis of the nature of a nontrading operation, its components, attending circumstances and interaction with the Client or the Client's representative.

2.3. The Company reserves the right to investigate the nature of any suspicious non-trading operations listed in clause 2.1 of these Regulations for Non-Trading Operations, whereupon such operations will be suspended until the reasons for their occurrence are ascertained and the investigation is complete.

2.4. During the course of an investigation, in accordance with clause 2.3 of these Regulations, the Company shall have the right to request that the Client provide proof of their identity, proof-of-payment documents, and other documents confirming the lawful possession and legitimate origin of the funds transferred to the Client's Account.

2.5. If suspicious non-trading operations should be exposed, the Company shall have the right to:

- refuse to perform these operations, by rejecting the respective request;
- limit funds deposits and/or funds withdrawals to/from the Client's Account, in any way, at the Company's discretion;
- return funds previously deposited to the Client's Account to the same source of payment from which the deposit to was made;
- write off any compensated commissions or bonuses credited to the Client for operations performed by the Client;
- terminate relations with the Client.

2.6. In the case of refusal to perform suspicious non-trading operations or the termination of relations with the Client as a result of suspicious non-trading operations performed by the Client, the Company shall not be held liable for any breach of contract with the Client.

Communications

3.1. In order to communicate with the Client, the Company may use one or more of the following methods:

- a) MetaTrader trading platform internal mail;
- b) email;
- c) telephone;
- d) post;

e) news in the “Company News” subsection, located on the Company Website;

3.2. Should the need arise for the Company to contact the Client promptly regarding non-trading operations, the Company will use the contact details specified by the client during registration or updated by the Client in accordance with clause 3.4 of these Regulations. The Client agrees to accept notifications from the Company at any time.

3.3. Any correspondence sent to the Client (documents, notifications, confirmations, news, statements, etc.) is considered to have been received:

- a) if sent by email; within 1 (one) hour after emailing it;
- b) if sent by trading platform internal mail; immediately after sending it;
- c) if by telephone; once the telephone conversation has ended;
- d) if sent by post; 7 (seven) calendar days after posting it;
- e) if posted in the “Company News” subsection, located on the Company Website; immediately after the notification is published;

3.4. The Client shall notify the Company in a timely manner of any change in the Client's contact details; either by updating communicating with the Company via email or by any other method offered by the Company.

3.5. The Client understands and accepts that the Company reserves the right to terminate relations with the Client unilaterally should the Client behave inappropriately when communicating with a Company employee.

3.6. Every non-trading operation by a Client shall be confirmed by an email or a log entry in the Client’s trading account on Metatrader trading platform. If the Client has reason to believe that the log is inconsistent, the Client shall have the right to lodge a complaint in accordance with chapter 7 of these Regulations.

3.7. If the Client has reason to believe that there has been a mistake in their own favor in the log, the Client is obliged to inform the Company about the mistake as soon as possible using the contact information provided on the “Contact” page located on the Company Website.

Payments policy

4.1. Funds deposits to Client Account and funds withdrawals from Client’s Account may only be performed via the deposit and withdrawal methods available in the “Account Tools” section of the Company Website. Commission fees as well as other charges for each deposit and withdrawal option are published on the Company Website and may occasionally be changed by the Company.

4.2. The Client understands and accepts that any commissions or other charges¹ incurred by the transfer of funds shall be at the Client's expense. The Company shall not charge any additional commission for funds transfers, except for the commissions and other expenses specified in these Regulations.

4.3. The deposit of funds to a Client Account shall be carried out on the basis of a funds deposit request. The withdrawal of funds from a Client Account shall be carried out on the basis of a funds withdrawal request. The transfer of funds from one of a Client Account to another shall be carried out on the basis of an internal funds transfer request. These requests shall be processed by the Company within 1 (one) business day, but not later than at the end of the business day following the day on which the request was received (or, in the case of deposits, following the day on which the funds were credited to the Company Account).

4.4. Requests for non-trading operations such as deposit requests, withdrawal requests and internal funds transfer requests shall be submitted by the Client in the "Account Tools" section of the Company Website.

4.5. The Company shall credit the sum received on the Company Account to the Client's Account.

4.6. Funds shall be credited to the Client's Account in the denomination currency of the Client's Account, regardless of the currency in which the funds were initially transferred. If the transfer currency differs from the Client Account currency, the transfer amount shall be converted at the exchange rate as published by the Company Account provider (bank/payment processor) at the moment the payment is received on the Company Account.

4.7. Funds withdrawals from the Client's Account shall be performed in the currency of the Client's Account. If the Client Account currency differs from the transfer currency, the transfer amount shall be converted into the transfer currency at the exchange rate as published by the Company Account provider (bank/payment processor) at the moment the funds are debited from the Client's Account.

4.8. Exchange rates are subject to change at any time without prior notice by the Company Account provider (bank/payment processor).

4.9. Currencies accepted by the Company for crediting Client Accounts, as well as currencies available for transfer to the Client's External Account, depending on the funds transfer method, are shown on the Company Website.

4.10. The Company shall have the right to set restrictions on the minimum and maximum transfer amounts, which may vary depending on the direction, method, and currency of transfer.

4.11. The Company shall have the right to set restrictions on the maximum number of withdrawal requests and internal funds transfer requests that can be submitted by one Client every 24 hours. These restrictions are published on the Company Website and may be changed by the Company from time to time.

4.12. In the event that funds are returned to the Company Account after being transferred to the Client on the basis of their withdrawal request, the funds shall be credited to the Client's Account in same the

¹ Commissions and other charges (in accordance with the table of charges) of online payment systems or processing centers, involved in the transfer of funds.

amount credited to the Company Account, while any commissions or other charges incurred by the returning of funds shall be at the Client's expense and shall be paid by deducting them from the amount re-credited to Client's Account.

4.13. If funds transferred as a deposit to a Client Account through via transfer are not credited to the Client Account within 5 (five) business days of the date of payment, the Client shall have the right to request that the Company make an inquiry into the transfer in accordance with clause 7.4. The Client understands that the inquiry may involve paying commission², which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out by transferring the necessary amount to the Company Account or by deducting the amount from the Client Account.

4.14. If funds transferred as a deposit to a Client Account through an Electronic Payment System are not credited to the Client Account within 2 (two) business days of the date of payment, the Client shall have the right to request that the Company make an inquiry into the transfer in accordance with clause 7.5.

4.15. If funds transferred to the Client's External Account via bank transfer are not credited to the Client within 5 (five) business days of the withdrawal request acquiring "Processed" status, the Client shall have the right to request that the Company make an inquiry into the transfer. The Company may provide the Client with a document to confirm the transfer of funds:

- a) for an inquiry on a bank transfer in a currency other than RUB: a SWIFT copy confirming the bank transfer's execution;
- b) for an inquiry on a RUB bank transfer: a copy of the payment order, confirming the bank transfer's execution in the currency of the Russian Federation.

4.16. If funds transferred to the Client's External Account through an Electronic Payment System are not credited to the Client within 2 (two) business days of the withdrawal request acquiring "Processed" status, the Client shall have the right to request that the Company to make an inquiry into the transfer. The Company may provide the Client with a screenshot confirming the transfer of funds to the Client's External Account.

4.17. The Client understands and accepts that the inquiry and request for documents, in accordance with clauses 4.13, 4.14, 4.15 and 4.16 of these Regulations, may involve paying commission³, which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out by transferring the necessary amount to the Company Account or by deducting the amount from the Client's Account.

² In accordance with the tariffs of the payment system or processing center.

³ In accordance with the tariffs of the remitting bank or Online Payment System.

4.18. The Client may activate the “Withdrawal only through bank transfer” restriction. The Client shall submit an email to the Company in order to activate this restriction. Once this service has been confirmed, funds withdrawals from the Client’s Account shall only be available by:

- a) bank transfer to an account registered in the Client’s name;
- b) internal funds transfer to another of the Client’s Accounts, where the same restriction shall be placed on the Account to which the funds have been transferred.

4.19. A Client may remove the “Withdrawal only through bank transfer” restriction by the following procedure: by submitting an email to the Company in order to de-activate this restriction with a proof-of-identity documents and by submitting an application letter (in no particular format) for removing the restriction.

4.20. In the event that a Company employee makes a mistake when carrying out a transfer which results in funds not being credited to the Client’s External Account, any expended incurred in resolving the situation shall be at the Company’s expense.

4.21. In the event that the Client makes a mistake when filling out the withdrawal request form which results in funds not being credited to the Client’s External Account, any expenses incurred in to resolving the issue shall be at the Client’s expense.

4.22. The Client agrees that the Company has the right to unilaterally collect arrears on a Client Account from funds held on any of the Client’s other Accounts, or from another account if the Company believes that there is a connection between this account and the Client.

4.23. The transfer of funds to the Company Account and funds withdrawals from Client Accounts shall meet the requirements and take into account the restrictions established by these Regulations, by current legislation, and other legal acts of countries within the jurisdiction of which the funds transfer takes place.

4.24. The Company has the right to restrict the Client’s ability to conduct non-trading operations (as well as to suspend the execution of requests submitted by the Client) until the situation has been resolved, in the following cases:

- in the event that the Client breaches clause 11.1 of the Client Agreement;
- in order to rectify the consequences of a non-market quote;
- in the event of a technical failure occurring at the Company or at an authorized Company Agent.

4.25. In the event that a Client Account falls into arrears, the Company retains the right to suspend any of the Client’s withdrawal and internal account-to-account transfer requests - including requests that were already made before the Client Account fell into arrears - until the Client has paid off the arrears in full.

Funds transfer options

Bank transfer

5.1.1. The Client may deposit/withdraw funds to/from their Client Account via bank transfer provided that this payment method is supported by the Company at the moment the transfer is executed.

5.1.2. This transfer method shall be available for the Client's use once the Company has received the signed Client Registration Form and a copy of the Client's passport⁴.

5.1.3. The Client may only deposit funds via bank transfer to the Company Account from a bank account registered in the Client's name, or they may execute the bank transfer without opening a bank account.

5.1.4. Before carrying out a bank transfer to deposit funds, the Client shall fill a funds deposit form available on the Company Website. Bank transfer parameters such as the Company bank details, purpose of payment and the invoice due date should be observed carefully by the Client. In the event that the Client cannot make a transfer with the specified purpose of payment in the invoice, the Client must contact the Company to address this issue on an individual basis.

5.1.5. The Company shall have the right to reject the deposit of funds transferred by bank transfer to the Company Account in cases where the specified purpose of payment has been changed or in cases where funds have been transferred by a third party on the Client's behalf. In such cases, the Company shall return the funds to the bank account from which they were transferred. All costs incurred by returning such transfers shall be at the Client's expense.

5.1.6. The Client may submit a withdrawal request through bank transfer only to bank accounts registered in the Client's name.

5.1.7. The Company shall transfer money to the bank account of the Client in accordance with the details provided in the withdrawal request, provided that they meet the conditions set out in clause 5.1.2 of these Regulations.

5.1.8. The Client understands and accepts that the Company shall not bear responsibility for the terms and time of execution of a bank transfer⁵ by the Client's bank.

Skrill payment system

5.2.1. The Client may use the Skrill payment system to deposit funds to a Client Account and withdraw funds from a Client Account at any time, provided that this payment method is supported by the Company at the moment the transfer is executed.

⁴ The Client shall provide the Payments Department with a scanned copy of their passport/ID and their signed Client Registration Form.

⁵ Usually bank transfers take around 2-5 business days.

5.2.2. The Client may only credit their Client Account by transferring funds from a Skrill account registered in the Client's name. Transfers from third-party Skrill accounts to the Client's Account are not accepted by the Company. In the event that the Company receives a payment from a third-party Skrill account, the Company shall return the funds to the account from which they were sent. All costs incurred by returning the funds shall be at the Client's or the third party's expense.

5.2.3. When making a deposit with the Skrill payment system, the Company shall have the right to request that the Client provide the following documents:

- a) in case of a transfer from a Skrill wallet – a high-resolution scanned copy or photo of the Client's passport;
- b) in case of a transfer via bank card – a high-resolution scanned copy or photo of the Client's passport; a high-resolution scanned copy or photo of the bank card where the first 6 (six) and last 4 (four) digits of the card number, the full name of the cardholder, the name of the issuing bank, and the expiration date are clearly visible. A scan or photo of the reverse side should be made showing the cardholder's signature, but the CVC2 or CVV2 code should be concealed. The Client will need to provide a one-time scan or photo for each card used.
- c) when transferring funds from a prepaid or virtual credit card (one where the cardholder's name is not shown), the Client will need to provide a scan of the official confirmation letter from the issuing bank, verifying that the Client is the genuine cardholder. The document must contain the card number, the Client's full name and bear the stamp of the issuing bank.

5.2.4. The Client understands and accepts that when using this type of transfer the following restrictions shall be placed on the Client Account:

- a) Funds withdrawals and internal funds transfers will only be available after 30 calendar days⁶;
- b) Clients can withdraw their funds only to the Client's Skrill wallet from which the funds were deposited or via bank transfer to a bank account registered in the Client's name;
- c) Funds withdrawals via Electronic Payment Systems shall not be executed by the Company.

5.2.5. In the event that a deposit has been made to a Client Account using the Skrill payment system and a deposit has also been made by bank card at any time in the past (according to clause 5.2.1 of these Regulations), the funds will only be available for withdrawal via bank transfer to a bank account registered in the Client's name. Funds withdrawals to Client's Skrill wallet will not be available.

5.2.6. After the funds transferred by the Client via bank card through Skrill payment system have been credited to the Client's Account with the Company, the Company is considered as having completely

⁶ The restriction under clause 5.2.4 (a) shall be removed in the case that the Client provides the documents specified in clause 5.2.3 of these Regulations, and after such documents have been accepted by the Company.

fulfilled its obligations with regards to rendering services for the crediting of funds and shall not be subject to dispute.

5.2.7 In certain exceptional cases, the Company may refund payments made by bank card through the Skrill payment system. In such cases, the funds will be returned to the card that was used for the deposit.

5.2.8. The Company shall transfer funds to the Client's Account through the Skrill payment system in accordance with the details provided in the withdrawal request.

5.2.9. The Client understands and accepts that the Company shall not be held responsible for the time required to execute an electronic transfer and that circumstances resulting in a technical failure during a transfer are not the fault of the Company, but of the Skrill payment system.

Internal funds transfers

5.3.1. The Client may submit an internal funds transfer request at any time provided that this method is supported by the Company at the moment the transfer is executed.

5.3.2. The Client may submit an internal funds transfer request to another Client Account. Internal funds transfer requests to the accounts of third parties shall not be accepted by the Company.

5.3.3. Upon performing an internal funds transfer from a Client's account to which a deposit has previously been made via bank card or the Skrill payment system, withdrawal restrictions shall be placed on the Client Account to which the funds are being transferred.

5.3.4. In the event that a Company employee makes a mistake when carrying out an internal transfer that results in funds being credited to the wrong account, the sum indicated in the request shall be returned to the Client at the Company's expense.

5.3.5. In the event that the Client makes a mistake when filling out the internal funds transfer request that results in funds being credited to the wrong account, the sum indicated in the request shall not be returned to the Client.

Information about transfers and dispute resolution

6.1. In the event that a dispute arises, the Client shall have the right to lodge a complaint with the Company or send a request for an inquiry. Complaints and requests should be received by the Company within 5 (five) business days of the situation occurring.

6.2. When lodging a complaint, the time at which the dispute arose shall be considered as the moment when the complaint was received successfully by the Company.

6.3. To file a request for an inquiry regarding a bank transfer to the Client, the Client shall:

- a) complete the standard complaint form available on the Company Website. All requests filed through any other method (forum, email, telephone, etc.) will not be taken into consideration.

b) for an inquiry into a bank transfer in all currencies: attach a SWIFT copy confirming the bank transfer's execution;

6.4. To make an inquiry into a bank card transfer, the Client shall:

- a) complete the standard complaint form available on the Company Website. All requests filed by any other means (forum, email, telephone, etc.) shall not be taken into consideration.
- b) for an inquiry into a bank card transfer, attach a proof-of-identity document and a copy of the bank card.

6.5 To file a complaint regarding non-trading operations, the Client should complete the standard complaint form available on the Company Website.

6.6 The complaint must not include:

- a) an emotional assessment of the situation;
- b) offensive language;
- c) obscenities or expletives;
- d) threats.

6.7 The Company shall have the right to request that the Client provide additional documents to hold an inquiry.

6.8 The Company shall have the right to refuse a Client's complaint regarding non-trading operations in the following cases:

- a) where the complaint was not made in accordance with clauses 6.3 and 6.4 of these Regulations;
- b) where the complaint was not made to the Company via the complaint form available on the Company Website (but by e-mail, telephone, on the forum, etc.);
- c) where the Client initiates non-trading operations by way of internal account-to-account transfers to other trading or different accounts using funds credited to the Client's Account by way of a non-trading operation currently under dispute, or where the Client initiates trading operations using funds that were credited to the Client's Account by way of a non-trading operation currently under dispute;
- d) In other cases set out in these Regulations, the Client Agreement, or any of the other Regulatory Documents which can be found in the "Regulatory Documents and Agreements" section of the Company Website.

6.10. If the Client is not satisfied with the result of the Company's review of a disputed situation, the Client may appeal to the relevant authorities in Saint Vincent and the Grenadines in accordance with the laws of Saint Vincent and the Grenadines.

COMMERCIAL GROUP FX LIMITED