

REFUND POLICY

SWI Inc. (hereinafter referred to as the "Company") was established to mitigate the Company's financial and legal risks in order to comply with the Anti-Money Laundering Policy and Know Your Client Policy (hereinafter referred to as the "AML & KYC Policy").

The Company is entitled to block access to the Personal Account, suspend trading operations on accounts, cancel an application for deposit/withdrawal of funds or make a refund if the source of funds or the Client's actions contradict the Money Laundering and Terrorism Financing Policy.

In the event that the Company believes that the Client is engaging in activities that are contrary to or inconsistent with the Company's normal business activities and is acting to utilise the Company's services improperly through direct or indirect, improper or fraudulent intent, the Company shall be entitled to act within the scope hereof without prior notice to the Client.

The Company, at its own discretion, is entitled to return the funds to the sender if the Client has not traded with the account within one year from the date of replenishment of the Personal Account in accordance with the Client Agreement.

The Company is entitled, if necessary, to return the funds credited via any payment systems, including debit/credit cards. In this case, the refund will be made to the same details or to the electronic wallet used by the Client when crediting the funds. In case the Personal Account is funded from a bank account (including the use of a bank card), the Client agrees not to submit to the bank or credit/debit card issuing organisation an application for a refund of the payment already credited to the trading account, both during and after the completion of the use of the Company's services. In case of receipt of such application for payment refund, the Company reserves the right to block access to the Client's Personal Account, freeze the Client's current balance and return the funds to the Client less the amounts of all services and commissions payable by the Client.

The Company undertakes to take all necessary measures to prevent and prohibit third parties from placing and withdrawing funds from the Client's Personal Account. Depositing and withdrawing funds from the Personal Account may be carried out only by the owner of the Personal Account, except for cases when a photocopy of an application from a third party is submitted to obtain access authorisation to replenish the Client's account from a third party account (e-wallet, bank card). At the same time, this statement should be handwritten and signed by a third party and this person should also be fully vetted as any Client of the Company. In any case, the Company, at its discretion, is entitled to refuse the Client to top up his/her Account in this way.

A User who has made a top-up to his/her Personal Account may request a refund in accordance with the Agreement between the User and the Company if the User fulfils the User Criteria as

defined below. A refund application will only be considered if the Client fully meets the User Criteria. In the event the User fails to meet any of the User Criteria, the Company is entitled, in its sole discretion, refuse an application for a Refund.

In order to prevent Prohibited Transactions, all payments and information relating to Returns may be verified by the Company. In such a case, the Company is entitled to request the User to provide certain documents, including, but not limited to, identification documents, a copy of the Bank Card and invoice and/or any other confirmation that the disputed payment was made. In case the User fails to provide the required documents or information within three (3) days upon the Company's request or in case of any doubt as to the authenticity of the documents provided, the Company is entitled to reject the Application for Refund.

Any costs incurred in the process of issuing a refund shall be borne solely by the User. Such expenses will be deducted from the final amount of the Refund/Return.

This Refund Policy may be subject to change in the event of any changes in legislation. The terms and conditions of this Refund Policy are subject to change by the Company and in such event the Company shall make an announcement to that effect. The changes will take effect upon confirmation by the Client.

In the event that the User has provided incorrect cardholder information when making a payment, any fees that may be incurred in the course of the Refund will be borne entirely by the User.

Taking into account the fact that the currency exchange rate, including cryptocurrency, is subject to dynamic changes, the difference in the currency exchange rate, including cryptocurrency, at the time of crediting funds to the User's Personal Account and at the time of refund will be paid by the User.

In case the User does not wish to accept the modified terms and conditions of the Refund Policy, he/she may not continue to use the Company's Services. If he/she continues to use the Company's Services after the changes in the terms of the Refund Policy come into effect, then he/she will be bound by the terms of the new Refund Policy.