
Non-Trading Operations Regulations

Last Updated: February 1, 2025 | Version 2.0 | Compliance with KYC and AML

This Regulation governs non-trading operations of the Client, including deposit and withdrawal procedures, and establishes measures to combat money laundering and terrorist financing.

1. Purpose and Scope

- 1.1. These Rules of Non-Trading Operations. Compliance with KYC and AML standards (hereinafter referred to as the Regulation) is an official document of the Company and applies to the Company, all its Clients and partners.
- 1.2. The purpose of this Regulation is to monitor compliance with legislation in the field of combating the legalization (laundering) of proceeds of crime and the financing of terrorism, as well as the development of measures aimed at combating fraudulent financial activities.
- 1.3. The Regulation governs non-trading operations of the Client, incl. deposit and withdrawal procedures from the Account.
- 1.4. This Regulation is an integral part of the Service Agreement.
- 1.5. It is hereby determined that the Customer's consent to the terms of the Service Agreement is at the same time an agreement with all the provisions of the Regulations.
- 1.6. If the provisions of this Regulation do not comply with individual provisions of Service Agreement, the provisions of this Regulation shall apply (unless otherwise provided by the nature of the obligation). This fact does not entail the invalidity of the remaining provisions of the Service Agreement.
- 1.7. The text of these regulations is in the public domain and is open for review to third parties. At the same time, the Company does not inform the Clients about the measures taken within the framework of the said Regulation, except as otherwise provided by applicable law.
- 1.8. The Client guarantees legal origin, legal ownership and the right to use (order) the funds transferred by him to the Accounts.

2. Rights and Obligations of the Parties

2.1. The Customer undertakes to:

- 2.1.1. Comply with the law, including international regulatory anti-money laundering, counter-terrorism

financing, and anti-trafficking and financial abuse legislation

2.1.2. Not to take part (direct, indirect), as well as to exclude aiding in financial actions having a fraudulent nature, as well as in any other actions contrary to the norms of international and domestic law

2.1.3. Not to take part (direct, indirect) in any actions that cause or may harm the Company in the fight against the legalization (laundering) of proceeds of crime

2.2. The Company has the right to:

2.2.1. At any time at their own discretion, as well as in any way investigate suspicious non-trading operations, as reflected in Section 3 of these Regulations

2.2.2. Suspend (cancel) suspicious operations at any time without prior notice until the reasons are clarified and eliminated

2.2.3. During any checks (investigations) to request from the Client identification documents (passport, driver's license, etc.), documents confirming the Client's place of residence, financial situation, and any other documents that contribute to the investigation

2.2.4. In case of detection of suspicious non-trading operations, the Company may unilaterally without prior notice:

- Terminate the Agreement with the Client
- Suspend (block) the execution of operations by the Client in the trading terminal
- Refuse to conduct the operation to the Client
- Suspend service and/or close (refuse to service) the Client's Account
- Limit the withdrawal of funds from the Client's Account in any way
- Deduct from the Account the costs (commissions) associated with the investigation of the non-trading operation
- Cancel the operation of deposit the Client's Account with the refund of funds credited by him at any details from which the account was deposited
- Close open positions of the Client with preliminary fixation of the financial result
- Carry out other actions that the Company deems necessary and sufficient for the implementation of measures aimed at compliance with applicable laws

2.2.5. The Company has the right to close the Client's Account if the Client has not performed any operations on the Account within 6 months and there are no funds in the Account.

2.2.6. The Company is not responsible for actions (and their consequences) carried out in order to investigate suspicious non-trading operations, including actions related to closing open positions of the Client and blocking the execution of trading operations. Termination of the Agreement with the Client in connection with the discovery of such operations does not entail civil liability for the Company.

3. Signs of Suspicious Non-Trading Operations

3.1. An operation (trade) is recognized by the Company as suspicious if:

3.1.1. The Client did not submit the information and documents requested by the Company

3.1.2. The Client submitted fake, irrelevant or unreadable documents

3.1.3. During verification, the Client did not submit requested documents within the time period established by the Company, or provided false information

3.1.4. It is not possible to establish a connection with the Client, incl. they presented inaccurate data (phone number, email address, etc.)

3.1.5. Excessive activity on transfers without making trading operations on the Account was revealed

3.1.6. Conclusion of transactions that do not have economic meaning, devoid of reasonableness and purpose

3.1.7. The Company has reason to believe the operation was carried out to legalize (launder) proceeds from crime or finance terrorism

3.1.8. The Customer did not provide information necessary to establish its beneficial owner within the established time period

3.1.9. The Customer did not provide information necessary to establish the beneficiary (the person in whose interests the Customer acts)

3.1.10. Verification information gives reason to believe the Client's money was obtained illegally and/or will be used for illegal purposes

3.1.11. The Client is on the international wanted list

3.1.12. Other circumstances and information that suggest the operations conducted by the Client are suspicious

3.1.13. If there are no signs specified in Section 3 of these Regulations, the operation may also be deemed suspicious by the Company on the basis of an analysis of such an operation, identifying its components, taking into account the circumstances of the case and other information that the Company considers sufficient.

3.1.14. If the Client's operation is deemed suspicious and/or only if there is reason to believe the operation is suspicious, the Company decides on further actions with respect to such Client unilaterally and at its sole discretion.

4. Payment Procedure

4.1. Non-trading operations related to the deposit of the Client's Account and the withdrawal of funds by him are governed by the provisions of this Regulation.

4.2. Account deposit can be made by the Client at any time convenient for him and in any currency that the Company accepts in the country where the Client is located.

4.3. All payments (and their components) made by the Client are the responsibility of the Client.

4.4. The Client hereby accepts that in case of using outdated and/or irrelevant Company bank details when performing non-trading operations, the Company is not liable. The Client is solely responsible for familiarizing himself with the new (relevant) details of the Company posted on the Company's website.

4.5. Each non-trading operation conducted by the Clients (including the balance of the Account) is reflected in the corresponding entry in the specialized section of the Client's Trading Terminal. The Client guarantees that he is responsible for the accuracy of such records (Account Balance) and undertakes to daily monitor their correctness and relevance. In the event that inaccuracies (errors) are found in the reflected data, the Client is obliged to immediately inform the representatives of the Company through the contact information posted on the Company's website.

4.6. If the Client does not perform operations that change the Account balance within 6 (six) months from the date of the last transaction, the Company has the right to establish a subscription fee for the use of the Trading terminal and/or for providing access to it. The size of such a subscription fee and the procedure for debiting it are determined by the Company at its sole discretion.

4.7. All funds of the Client are stored in the accounts of the Company separately from the funds of the Company.

4.8. Information about the Customer's payments, as well as any other payment information, is transmitted by the Company via encrypted communication channels, taking into account all safety measures and standards established by payment systems and international law.

5. Crediting Funds to the Client's Account

5.1. The funds are credited to the Client's Account subject to compliance by the Client with the provisions of these Regulations.

5.2. The Client is entitled to perform operations in the trading terminal only at the expense of the Client's own funds credited to the Account.

5.3. Account deposit is carried out by the Client in accordance with the legally established norms (restrictions) of the country under whose jurisdiction this operation falls.

5.4. Account deposit is carried out by transferring funds to the accounts of the Company or the accounts of Payment agents authorized by the Company. The list of agents and their details are placed in the trading terminal.

5.5. Funds are credited to the Client's Account (with the exception of compensation payments) in case of:

5.5.1. Receipts to the Company Account of the amount deposited by the Client

5.5.2. Returns to the Company Account the amount which was transferred to the Client earlier, but the Company could not contact the Client to resolve the situation and re-send the funds

5.6. Deposit of the Customer's account is made in the currency of the selected Account. If the account currency and the transfer currency are different, the funds are converted into the account currency at the exchange rate that was set at the time the Client made the payment. The conversion rate is set by the Company.

5.7. The currency in which the Client Account is replenished is reflected in the trading terminal.

5.8. Withdrawal of funds from the Customer's External Account can be made in a currency different from the currency of the External Account, but only in cases established by Payment Service Providers and/or the Company.

5.9. The Company has the right to regulate the amounts credited by the Client, as well as to establish the limits of such amounts (maximum and minimum), depending on the currency of crediting, the currency of the account and/or the method of payment made by the Client.

5.10. Deposit of the Client's Account is carried out within 1 (one) business day following the day of receipt of the Client's cash amount to the Company Account. If the Client's funds were not received within 5 (five) business days, the Client has the right to send a corresponding request to the Company with all supporting documents.

6. Deposit Methods

The Company has established the following methods for deposit funds:

6.1. Bank Wire Transfer

6.1.1. Through a bank wire transfer, the Client can deposit the Account at any time convenient for him, provided that the Company works with this method of deposit

- 6.1.2.** The Client understands and accepts that the Company is not responsible for the terms of the bank wire transfer
- 6.1.3.** The list of documents required for the operation to transfer funds is determined by the Company unilaterally at its discretion
- 6.1.4.** Deposit by bank wire transfer is possible only if the Client provides all the required documents
- 6.1.5.** The Client undertakes to transfer funds exclusively from his personal bank account or to make a payment without opening a bank account, but only on his own behalf
- 6.1.6.** The Company reserves the right to refuse deposit in case of violation of the terms of this Regulation and/or the Service Agreement
- 6.1.7.** The Client is responsible for the correctness of the entered payment data, including verifying the bank details and the purpose of the payment with the information reflected in the Individual Account
- 6.1.8.** If the Client fails to complete the transfer, the Client must contact the Company to eliminate the reasons
- 6.1.9.** The Company has the right to refuse the deposit if made on behalf of a third party. Funds will be returned to the source account, with all expenses attributed to the Client

6.2. Transfer from a Bank Card through a Payment Service Provider

- 6.2.1.** Using the services of payment system providers, the Client can deposit the Account at any time convenient for him
- 6.2.2.** The transfer can be made by the Client only with a bank card registered in the name of the Client
- 6.2.3.** In the Client's Individual Account all types of bank cards of the international payment system from which a payment can be made are reflected
- 6.2.4.** The Company has the right to refuse the transfer in case of violation of these Regulations and/or the Service Agreement, and may suspend or terminate the Agreement
- 6.2.5.** If the transfer was made on behalf of a third party, the Company has the right to refuse deposit. Funds will be returned to the source account, with all expenses attributed to the Client
- 6.2.6.** The Client understands the Company is not responsible for the timing of the payment, nor with failures in the system of payment service providers

6.3. Electronic Payment

- 6.3.1.** By electronic payment, the Client can deposit the Account at any time convenient for him
- 6.3.2.** The Company has the right to refuse electronic payment in case of violation of these Regulations and/or the Service Agreement, and may suspend or terminate the Agreement
- 6.3.3.** An electronic payment can be made exclusively from the personal electronic wallet of the Client
- 6.3.4.** The Client is responsible for the correctness of the entered Company Account details during the transfer
- 6.3.5.** The Client understands the Company is not responsible for the timing of the electronic payment, nor for possible system failures

7. Withdrawal of Funds from the Client's Account

- 7.1.** The Client has the right at any time to withdraw funds (in whole and in part) from his Account by sending a corresponding application for withdrawal of funds to the Company.
- 7.2.** Customer's application for withdrawal of funds must satisfy the following conditions:
- 7.2.1.** The Client's request must be formed taking into account all the norms and restrictions of the current legislation of the countries under whose jurisdiction this transaction falls
 - 7.2.2.** The Client's request must comply with the provisions of these Regulations, as well as other documents of the Company governing non-trading operations
 - 7.2.3.** The Client's request must be created and sent to the Company through the Client's Individual Account. A request sent in another way is not accepted
 - 7.2.4.** The Client is entitled to dispose of funds only in the amount of the balance of his Account at the time of sending the request
 - 7.2.5.** If the withdrawal amount exceeds the balance (taking into account all fees and deductions), the Company has the right to refuse to execute such an order
 - 7.2.6.** Withdrawal is carried out in the same way as the deposit was made. The Company reserves the right to limit the amount to the amount deposited from that payment instrument
 - 7.2.7.** The Company may withdraw funds to a different payment instrument than the one used for deposit, decided on a case-by-case basis at its own discretion
- 7.3.** To provide services for the execution of the Client's request to withdraw funds, the Company has the right to attract third parties (Agents).
- 7.4.** A request for withdrawal of funds is executed by the Client in the currency of the Account. If the account currency is different from the transfer currency, then the debiting will be made in the account currency at the exchange rate set by the Company.
- 7.5.** The amount of obligatory payments, commissions and other costs during the operation to withdraw funds, as well as the conversion rate, are set by the Company and can be changed unilaterally at any time. The conversion rate may differ from the rate set by central banks or from the market exchange rate.
- 7.6.** The currency in which the Company transfers to the Client's External Account can be reflected in the Client's Individual Account.
- 7.7.** Payment system providers may establish cases in which funds are credited to the Customer's External Account in a currency other than the currency of the External Account.
- 7.8.** The Company has the right to regulate the amount of withdrawal and establish limits (maximum and minimum), depending on the debiting currency, account currency and/or the method of transaction.
- 7.9.** The Company shall make a decision on the withdrawal application within 7 (seven) days from the date of receipt, except if:
- 7.9.1.** The Company has detected signs of a suspicious transaction
 - 7.9.2.** There are interruptions in the operation of software, electricity, or other technical failures
- 7.10.** If funds were not received within the established period, the Client has the right to contact the Company to find out the reasons.
- 7.11.** If the Client made a mistake in the details when issuing a withdrawal order, the consequences in the form of additional payments (costs, commissions, deductions) are the Client's responsibility. If the consequence is the impossibility of returning funds, the Client bears sole and full responsibility.
- 7.12.** If the Client's income exceeds the deposit amount, the withdrawal of such income is possible only in a specially established manner agreed by the Parties.

7.13. If the Client deposited in a certain way, and the withdrawal procedure differs, the Company has the right to withdraw the previously credited amount in the same way at a time determined by the Company unilaterally.

8. Withdrawal Methods

8.1. Bank Wire Transfer

- 8.1.1.** Through a bank wire transfer, the Client can receive money at a convenient time, provided the Company works with this transfer method
- 8.1.2.** The Client understands and accepts that the Company is not responsible for the terms of the bank wire transfer
- 8.1.3.** The Client submits a request to withdraw funds to a bank account opened exclusively in his own name
- 8.1.4.** The Company transfers funds in accordance with the details specified by the Client. It is assumed that the specified bank account belongs to the Client
- 8.1.5.** The Company reserves the right to refuse withdrawal in case of violation of these Regulations and/or the Service Agreement, and may terminate the Agreement

8.2. Transfer to a Bank Card through a Payment Service Provider

- 8.2.1.** By transferring to his bank card, the Client can receive money at a convenient time provided the Company works with this transfer method
- 8.2.2.** In the Client's Individual Account all types of bank cards from which a transfer can be made are reflected
- 8.2.3.** The withdrawal of funds can be requested by the Client only on a bank card registered in the name of the Client
- 8.2.4.** The Company has the right to refuse the transfer in case of violation of these Regulations and/or the Service Agreement, and may suspend or terminate the Agreement
- 8.2.5.** The Client understands the Company is not responsible for the timing of the payment, nor for possible failures in the system of payment service providers

8.3. Electronic Transfer

- 8.3.1.** By electronic transfer, the Client can receive money at any time convenient for him
- 8.3.2.** The Client submits a request for the withdrawal of funds to an electronic account registered exclusively in his name
- 8.3.3.** The Company reserves the right to refuse withdrawal in case of violation of these Regulations and/or the Service Agreement
- 8.3.4.** It is assumed that the electronic account specified by the Client belongs to the Client. The Client confirms he will provide data only for accounts under his full control
- 8.3.5.** The Company transfers funds in accordance with the details specified by the Client in the relevant application
- 8.3.6.** The Client understands the Company is not responsible for the timing of electronic payment, nor for technical malfunctions

8.4. The list of withdrawal methods is open and may be supplemented by the Company unilaterally at the discretion of the Company.

9. 1-Click Service — Terms of Use

9.1. When filling out a specialized form of payment, the Client enters the details of his payment (bank) card. If the Client presses the button "confirm payment", ticking the box "Save card", he automatically expresses his unconditional agreement with the Terms of Service "1-Click" and allows the payment service provider to debit from the Customer's card at the Customer's request, the amount determined by the Customer in order to deposit the Account Balance without re-entering the card data (without additional authorization).

9.2. The 1-Click service will be available to the Client within 2 (two) business days from the date of agreement with the 1-Click Service Terms. Confirmation will be sent to the Client by e-mail.

9.3. Using the "1-Click" service, the Client confirms and guarantees that he is the full owner of the saved payment "bank" card.

9.4. The Client agrees not to take any action aimed at contesting payments made using a card stored as part of the 1-Click service.

9.5. Using the "1-Click" service, the Client undertakes to bear all additional costs associated with the provision of this service, including but not limited to taxes, duties, fees and other payments.

9.6. The Client confirms that the 1-Click service will work until the moment the Client itself cancels its action. The Client has the right to refuse this service through the Personal Account by deleting the previously entered payment (bank) card data from the list of saved cards.

9.7. The Client agrees that all payments made by him in order to deposit the Account Balance are the responsibility of the Client. The Company and/or the payment service provider only carry out the payment indicated by the Customer in the amount established by the Customer.

9.8. Filling out the payment form is a guarantee for the Client that he is acting in accordance with the legislation of the respective countries and is the owner of a payment (bank) card and has the right to use the services provided by the Company.

9.9. After the payment is confirmed, the Client CANNOT WITHDRAW (CANCEL) such a payment. It is believed that the payment is processed and irrevocable.

9.10. The Client also agrees and confirms that:

9.10.1. The payment service provider is not responsible for illegal or unauthorized violation of the prohibitions on the use of the Company's website and/or trading terminal

9.10.2. The payment made by the Customer is processed by the payment service provider, meaning a confirmed payment cannot be canceled

9.10.3. If the Client intends to withdraw funds, he can use the trading terminal

9.10.4. Using the services of the Company, the Client assumes responsibility for compliance with the laws of the countries where the Company's website and/or trading terminal is used

9.10.5. He is fully competent, is in his right mind, and has the necessary legal personality to exercise his rights and fulfill obligations

9.11. Carrying out the operation to deposit the Account Balance, the Client agrees to comply with the rules and restrictions established by the Company. The Client agrees that the payment service provider is only the payment executor and is not responsible for the inability to process the data, refusal to process, the absence of confirmation of payment by the bank, for the quality of the Company's services and their volume, as well as for

any change in prices and/or amounts.

9.12. The Client undertakes to independently monitor all changes related to the policy of the Company providing the 1-Click service and reflected on the Company's website.

9.13. The parties agree that the exchange of information takes place in the Client's Individual Account. In some cases, the exchange of information may be carried out by e-mail, but only if the Company approves it accordingly.

9.14. If the Client does not agree with the provisions of these Regulations, he must refuse to make the payment. The Client is also entitled to contact the representatives of the Company.



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