

REFUND POLICY

Last update: Oct 10, 2025

1. Introduction

AddUp Markets Ltd (hereinafter the “Company”, “AddUp” and / or “we”) is a private company limited by shares incorporated and registered under the laws of the Republic of Mauritius, with Company number 226296 GBC and a registered address at Office 306, 3rd floor, Ebene Junction, Rue de la Democratie, Ebene 72201, Republic of Mauritius. The Company is authorized and regulated by the Financial Services Commission, Mauritius (“FSC”) under the license number GB25204451 for the provision of securities trading services for retail and institutional clients.

This Refund Policy applies strictly to the return of unutilized funds, uncommenced deposits, or service fees and is designed to ensure compliance with our AML/CFT obligations.

It is your responsibility to familiarise yourself with this Refund Policy. By placing an order for any of our products or services, you indicate you have read this Refund Policy and agree with and fully accept the terms of this Refund Policy. If you do not agree with or fully accept the terms of this Refund Policy, you’d rather cease from using any of our products or services. Please contact us at support@addup.net for any questions regarding our Refund Policy.

The meanings of words and expressions that were not defined in this Refund Policy shall follow the definitions described in the Client Service Agreement.

The official language of this Refund Policy shall be English. The Company may provide this Refund Policy in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Policy and any other language version, the English version shall prevail.

2. Eligibility for Refunds

2.1. All payments for the Company’s products and services are generally non-refundable after purchase because of their digital nature and immediate availability, except in specific circumstances outlined in this Refund Policy.

2.2. The Client has a period of fourteen (14) calendar days (Cooling-off Period) from acceptance of the Client Service Agreement to cancel this Agreement, provided that the Client has not placed any Orders or utilized any of the deposit funds for trading (as

defined in the Client Service Agreement). This right of cancellation applies only to the initial deposit, and shall not apply following any execution of a transaction.

2.3. The Company reserves the right to unilaterally initiate and process a full or partial refund in the following circumstances, mainly for reasons of compliance, risk management, or technical error:

- a. due to a demonstrable critical technical failure of the Company's system that prevents Account registration or fund reflection, provided the deposit funds remain unutilized;
- b. the Client requests a refund of unutilized funds (change of mind) within fourteen (14) days of the deposit date;
- c. the Company determines the deposit breaches Applicable Laws, Regulations, or the AML/CFT Policy (e.g., unauthorized deposit, fraudulent source, or attempt to engage in illegal activity)
- d. the Company has given the Client notice to terminate the Client Service Agreement;
- e. the Company has updated the prohibited country list and the Client's country of residence falls under the Company's prohibited country list;
- f. the Company determines that the deposit was made via a payment method not registered in the Client's own name, as required by the Client Service Agreement (Third-Party Deposit violation).
- g. the Company has reasonable grounds to believe that the deposit of funds into the Account is unauthorised or fraudulent; and
- h. the Account has been inactive for 2 years, provided the funds are yet to be reflected in the Client's Account.

2.4. We reserve the right to deny any refund request that does not meet the above criteria or that we suspect to be fraudulent or abusive.

3. Refund Process

3.1. To request a refund, the Client must contact our customer support channels (email or live chat) and provide the following information:

- Full name;
- Account Number;
- Reason for requesting the refund along with any supporting evidence, specifically confirming that no trading activity has occurred or detailing the service failure (if applicable).

3.2. Upon receiving a valid Refund request, the Company will aim to process the refund within ten (10) business days. The processing review will focus solely on confirming that no trading activity has taken place and that the Client's KYC/AML status is fully compliant. The refund will be issued strictly using the exact same

payment method and same payment source used for the original deposit (or, if applicable, in any other method as agreed by the parties), and only in the Client's name, in full adherence to AML/CFT regulations. No funds may be transferred to a different destination. Please note that it may take some time for the refunded amount to appear in your account, depending on your payment provider's policies.

3.3. Incomplete refund requests may delay processing. The Company shall not be liable for any loss or damages as a result of incorrect or incomplete information provided by the Client.

3.4. The Refund amount will be the net amount deposited. Refunds will not include any third-party fees imposed by banks, card processors, or payment service providers on the initial deposit or the subsequent refund transaction (e.g., currency exchange fees, wiring fees).

3.5. All Refund decisions made by the Company's Compliance Department, in accordance with this Policy, are final, subject only to the Client's right to pursue a formal complaint as outlined in the Complaint Handling Policy.

4. Non-Refundable Circumstances

4.1. Refunds will not be granted under the following circumstances:

- a. Once the Client has placed one or more Orders, the deposited funds are deemed to have been utilized for trading, and this Refund Policy is superseded by the Company's Withdrawal Policy.
- b. If the request for cancellation of the Client Service Agreement and refund of the initial deposit is submitted after the 14-day Cooling-off Period (Clause 2.2).
- c. If the service was purchased using a non-refundable promotional offer.
- d. If the Client was suspended or terminated due to a non-AML violation of the Client Service Agreement.
- e. If there are technical issues on the Client's end, including platform incompatibility, internet connectivity problems, or device malfunctions.

4.2. If the account is deactivated due to a material violation of the Client Service Agreement or regulatory policies (e.g., prohibited trading techniques, fraud, manipulation), no refund of the deposit or any funds will be granted, unless the Company is legally compelled to return unutilized funds to the payment source in compliance with AML/CFT rules.

5. Chargebacks

5.1. Clients agree not to initiate any chargeback requests related to payments made, whether via credit card or other payment methods, without first contacting the

Company. In such cases, Clients must provide complete information regarding the intended chargeback claim. If a chargeback claim is filed, the Company reserves the right to suspend the Client's Account. Moreover, if a chargeback is initiated - regardless of the outcome - the Company may seek to recover any funds previously disbursed in connection with the Client's Account. Clients also agree to cover all expenses incurred by the Company in defending against such claims, including all legal fees.

6. Broker Errors

6.1. If a fund error or technical mistake caused by the Company's systems, staff, or infrastructure results in an improper deduction or loss of unutilized funds, the Company will promptly investigate the incident and credit the Client's Account with the amount required to correct the error.

6.2. Errors related to trade execution or pricing are governed by the Order Execution Policy and the terms of the Client Service Agreement. The Company will, however, treat Clients fairly and will follow established industry and regulatory procedures to calculate and apply compensation for errors deemed to be the Company's fault (e.g., re-running the trade at the correct price), ensuring that the Client is made whole without retaining any profit from such an error.

7. Changes to the Refund Policy

7.1. The Company reserves the right to modify or revise this Refund Policy at any time without prior notice. Any updates will take effect immediately upon their publication on our website. By using our Services, you agree to comply with the terms outlined in this Refund Policy. For any inquiries related to this Policy, please direct your correspondence to our Customer Support at support@addup.net.

8. Contact Details

8.1. For any questions or assistance regarding our Refund Policy, you can contact us by using the following contact details:

AddUp Markets Ltd

Office 306, 3rd floor, Ebene Junction, Rue de la Democratie, Ebene 72201, Republic of Mauritius

Email: support@addup.net