

DSX Refund Policy

1. This policy sets out the liability of Epayments Systems Limited and Digital Securities Exchange Limited (together, **we, us** or **our**) to **you** (the client) with regard to refunding funds loaded to your Digital Wallet in accordance with our Terms and Conditions for the Digital Wallet Functionality Facilitated by Epayments Systems Limited and Operated by Digital Securities Exchange Limited (the **Digital Wallet Terms**). This policy is supplementary to the Digital Wallet Terms. Where the context so permits, capitalised expressions used in this policy bear the meanings ascribed to them in the Digital Wallet Terms.
2. In loading funds to your Digital Wallet and administering your Digital Wallet in accordance with the Digital Wallet Terms, our only obligation to you is to load the funds to your Digital Wallet, to apply them to buy and sell digital currencies and make related fee and commission payments and funds transfers to bank accounts in your name and (subject to availability as published on the DSX Website), to load Pre-Paid Cards, or transfer them to other of our clients' digital wallets and accounts of third parties less any relevant charges and/or commission in accordance with the Digital Wallet Terms.
3. You will be entitled to a refund if, due to our error in administering your Digital Wallet, the funds are not correctly:
 - loaded by us to your Digital Wallet in accordance with the Digital Wallet Terms;
 - applied to buy and sell digital currencies;
 - applied to make funds transfers to bank accounts in your name;
 - loaded to your Pre-Paid Cards;
 - transferred to the digital wallets or accounts or third parties;
 - applied to make fee and commission payments related to any of the above.
4. If you are a Consumer and have exercised your right to cancel your DSX Account within the "Cooling-Off Period" as mentioned in the Digital Wallet Terms, we will refund amounts then in your Digital Wallet less the amount of any transactions you have made or of any fees or costs that you may have incurred on the Digital Wallet, which are then due and payable by you.
5. You have the right to request reimbursement of your electronic money loaded onto your Digital Wallet at any time. We will refund amounts then in your Digital Wallet less the amount of any transactions you have made or of any fees or costs that you may have incurred on the Digital Wallet, which are then due and payable by you.
6. Paragraphs 3 to 5 above set out the only circumstances in which you are entitled to a refund or reimbursement. In the event that you believe you are entitled to a refund please submit a refund request by contacting support@dsx.uk, providing all information necessary for us to evaluate the request.
7. In the case of a refund under paragraph 3, within fourteen (14) days of receiving a request for a refund or, where applicable, of receiving any further information we have requested from you, we will either refund the applicable amount to the instrument originally used by you to load the funds or provide you with an explanation for refusing the request indicating that you have a right to refer the matter to the Financial Ombudsman Service (who can be contacted at The Financial

Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR) if you do not accept the explanation.

8. In the case of a reimbursement under paragraphs 4 or 5, your funds will be reimbursed within 3 to 5 Business Days to a bank account in your name designated by you after we have carried out any necessary checks (e.g. for anti-money laundering reasons).
9. Any necessary currency conversion applicable to a refund or reimbursement under paragraphs [4 or 5] will be made in accordance with the Digital Wallet Terms. Any fee charged in this connection for reimbursement under paragraph 5 above will be set out in the Fees List.
10. If you used a debit, credit or charge card or any instrument to load the funds to your Digital Wallet that carries the right to chargeback, you agree to exercise this right only in the event that we upload the funds incorrectly in breach of the Digital Wallet Terms. You may not exercise your right to chargeback for any events outside of our control including (but not limited to) disputes with merchants for non-delivery of or defective goods or services or insufficient balance of your debit or credit card account. We reserve the right to charge you any costs we incur in connection with such chargeback for events outside our control and any action undertaken to challenge the same.
11. In all cases our liability to you is limited to providing you with a refund of the funds transferred to us from your payment instrument for each transaction.