



**HIGHNESS INVESTMENT LLC**  
Payments Policy

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## 1. General Provisions

- a) These Regulations on Non-Trading Operations (the "Regulations") have been developed to establish the procedure for performing non-trading operations on a Client Account HIGHNESS INVESTMENT LLC (hereinafter referred to as the "Company").
- b) "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.
- c) 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:
  - i. Proof of legal existence issued by the local government. 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;
  - ii. Proof of address. A high-resolution copy or photo of a: utility bill (water, electricity, phone bill) issued within the last 6 months; bank statement (for a current account, deposit account or credit card account); bank reference letter confirming the Client's address.

## 2. Communications

- a) In order to communicate with the Client, the Company may use:
  - a) email
  - b) telephone
  - c) post
  - d) news in the "Company News" subsection, located in the "About Us" section on the Company's website
  - e) notifications on website.
- b) 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. The Client agrees to accept notifications from the Company at any time.
- c) The Client shall notify the Company in a timely manner of any change in his/her contact details.
- d) The Client understands and accepts that the Company reserves the right to unilaterally terminate relations with the Client should the Client behave inappropriately when communicating with a Company employee.

### 3. Payments Policy

- a) Funds deposits to a Client Account and funds withdrawals from a Client Account may only be performed via the deposit and withdrawal methods available as communicated to the client.
- b) The Client understands and accepts that any commissions or other charges 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.
- c) 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 fund's withdrawal 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) whereby no additional information or document is needed.
- d) 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 published in ECB rate.
- e) Funds withdrawals from the Client's Account shall be processed in the denomination currency of the Client's Account, regardless of the currency in which the funds are to be transferred. If the Client Account currency differs from the transfer currency, the transfer amount shall be converted into the transfer currency at the exchange rate according to ECB rate.

### 4. Funds Transfer Options

- a) Bank Transfer
  - i. 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.
  - ii. The Client may only deposit funds via bank transfer to the Company Account from a bank account registered in the Client's name.
  - iii. Before carrying out a bank transfer to deposit funds, the Client shall submit a deposit and download Bank Details. The Company bank details, purpose of payment, and the 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 Bank Details, the Client must contact the customer support department to address this issue on an individual basis.
  - iv. 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.

- v. The Client may submit a withdrawal request via bank transfer only to bank accounts registered in the Client's name.
- vi. The Company shall transfer money to the bank account of the Client in accordance with the details provided in the withdrawal request.
- vii. The Client understands and accepts that the Company shall not bear responsibility for the terms and time of execution of a bank transfer by the Client's bank.

b) Electronic Payment System

- i. The Client may make transfers via an Electronic Payment System (hereinafter, "EPS") 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 now the transfer is executed.
- ii. The Client may only perform an EPS transfer through the Client's personal account registered with the EPS.
- iii. The Client shall be obliged to check the details of the Company Account before carrying out an EPS transfer.
- iv. The Company shall transfer funds to the Client's EPS account in accordance with the details provided in the withdrawal request.
- v. The Client understands and accepts that the Company shall not be held responsible for the time required to execute the transfer, for the EPS's terms of service, or for circumstances resulting in technical failure during the execution of transfers when the fault lies not with the Company, but with the EPS.

## 5. Complaints Handling and Processing

a) Complaints Handling and Processing

- i. In the event that a dispute arises from a Client's non-trading operations, the Client shall have the right to lodge a complaint with the Company or send a request for an inquiry. Such complaints and requests should be received by the Company within 5 (five) business days of the situation occurring. Please refer to the Compliant Handling Policy for explicit understanding.