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Cancellation and Refund Policy

MAIV LTD

v.1.2 2025.05 .09

1. Purpose and Scope

This Cancellation and Refund Policy ("Policy") governs the terms under which MAIV LTD Ltd. ("MAIV LTD", "we", "our", or "the Company") may cancel or refund client funds or services. The Policy is in accordance with the regulatory obligations under the Securities Act 2007, the Anti-Money Laundering and Countering the Financing of Terrorism Act 2020, and guidelines issued by the Seychelles Financial Services Authority (FSA).

This Policy forms part of the Client Agreement and applies to all retail and institutional clients.

2. Cancellation of Services

2.1 Pre-Execution Cancellation

Clients may cancel a deposit or service request before the transaction has been executed or the funds credited to their trading account. If the cancellation request is received before execution, a full refund may be processed, less any applicable payment processing fees.

2.2 Post-Execution or After Trading Activity

Once trading activity has commenced or positions have been opened using the deposited funds, the transaction is considered final and cannot be cancelled or refunded, except at the sole discretion of MAIV LTD in cases of:

- Technical failure or duplicate processing initiated by MAIV LTD,
- System error caused by MAIV LTD's platform, provided the issue is reported within 7 calendar days.

3. Refund Conditions

3.1 Refund Eligibility

Refunds may be approved under the following conditions:

- The client has not used the deposited funds for trading within 30 calendar days;
- The client passes all KYC/AML checks satisfactorily;
- The refund is requested to the same payment method used for the original deposit.

3.2 Non-Refundable Situations

No refund shall be provided in the following circumstances:

- If trading activity has occurred using the deposited funds;
- If the client is under AML/CFT investigation or has breached MAIV LTD's compliance policies;
- If a deposit was made using a third-party payment method not registered to the client;
- If the refund request is inconsistent with Seychelles AML regulations or international financial sanctions.

4. Refund Processing Procedure

- All refund requests must be submitted via email or secure client portal with full identification.
- Valid requests will be reviewed within 2 business days and processed within 5 business days, subject to PSP timelines.
- Refunds will only be made to the original funding source.
- MAIV LTD reserves the right to charge administrative or processing fees where applicable.

5. Chargeback and Dispute Handling

- Clients agree not to initiate chargebacks without attempting resolution with MAIV LTD first.
- Any unauthorized or abusive chargebacks may lead to:
 - Account suspension or closure;
 - Reversal of profits obtained from disputed funds;
 - Recovery of costs and chargeback-related penalties.
 - MAIV LTD will submit all transaction, login, and usage data to dispute unjustified chargebacks through the payment processor or card scheme.

6. Anti-Money Laundering Compliance

MAIV LTD is obligated to comply with all applicable Seychelles AML/CFT laws. Refunds will not be processed if:

- The source of funds is unclear or unverifiable;
- The client fails to complete Enhanced Due Diligence (EDD);
- The client is linked to a sanctioned or high-risk jurisdiction.

All transactions are monitored, and suspicious activities will be reported to the Seychelles Financial Intelligence Unit (FIU).

7. Jurisdiction and Legal Framework

- This Policy shall be governed and construed in accordance with the laws of the Republic of Seychelles.
- Any dispute arising in connection with this Policy shall be subject to the exclusive jurisdiction of the courts of Seychelles.

8. Policy Updates

MAIV LTD reserves the right to modify this Policy at any time. Updates will be posted on the official website, with the "Effective Date" adjusted accordingly.