CHARGEBACK & DISPUTE POLICY

AVEXA Markets Ltd

Effective Date: August 2026 | Last Reviewed: August 2026

1. Introduction

This Chargeback and Dispute Policy outlines how Avexa Markets Ltd handles payment disputes, chargebacks, and related claims raised by clients through their banks or card issuers. By funding a trading account with us, you agree to the terms set out in this Policy alongside our main Client Agreement, Terms and Conditions, and Risk Disclosure Notice.

We are committed to resolving all disputes fairly and transparently. However, we take fraudulent or unsubstantiated chargebacks seriously and will actively defend against them using all available evidence and legal remedies.

2. What Is a Chargeback?

A chargeback is a transaction reversal initiated by a client through their bank or card issuer. It is a consumer protection mechanism designed to address genuine cases of fraud, non-delivery of services, or billing errors.

In the context of forex and CFD trading, chargebacks are sometimes misused by clients who have incurred trading losses and attempt to recover those losses by claiming the transaction was unauthorized or that services were not rendered. This constitutes fraudulent misrepresentation and may have serious legal consequences.

Important Notice

- Losses incurred through trading are not grounds for a chargeback.
- All deposits fund live trading accounts — funds are deployed as per your trading instructions.
- Submitting a false chargeback claim may result in account suspension, legal action, and reporting to relevant authorities.

3. Legitimate vs. Illegitimate Chargeback Grounds

3.1 Grounds We Consider Legitimate

- A deposit was made to your account without your authorization or knowledge.
- You were charged twice for the same transaction (duplicate billing).
- You cancelled a service within any applicable cooling-off period and a refund was not issued.
- A technical error resulted in a failed deposit that was nonetheless debited from your card.
- You notified us of the issue and we failed to respond or resolve it within a reasonable timeframe.

3.2 Grounds We Do Not Consider Legitimate

- Trading losses — losing money on trades does not entitle you to a refund of your deposit.

- Dissatisfaction with market performance, platform spreads, or execution speed.
- Change of mind after funding your account and placing trades.
- Claiming you did not authorize a deposit when login and trading records confirm otherwise.
- Claiming services were not rendered when your account shows trading activity.

4. Contact Us Before Filing a Chargeback

We strongly encourage clients to contact our support team directly before initiating a chargeback with their bank. In many cases, we can resolve issues faster than the bank dispute process, and doing so will not affect your standing with us.

How to Reach Us

- Email: disputes@avexamarkets.com
- Live Chat: Available through your client portal (Monday–Friday, 09:00–18:00 GMT)
- Response time: We commit to acknowledging your complaint within 2 business days and providing a full response within 10 business days.

If you contact us first and we fail to resolve your complaint within 15 business days, you are entitled to escalate the matter to your bank or a relevant financial ombudsman or regulatory body.

5. How We Respond to Chargebacks

When we receive a chargeback notification from our payment processor or acquiring bank, we review the claim immediately and submit a formal representment (rebuttal) within the network's required timeframe, typically 20–45 days.

Our representment package will include, where applicable:

Category	Required Evidence / Action
Identity Verification	KYC documents, ID verification timestamps, and the result of your onboarding screening.
Login & Access Logs	IP address, device fingerprint, and timestamps for every login and deposit session linked to your account.
Trading Activity	Full trade history for the disputed period, showing trades were placed and managed under your account credentials.
Signed Agreements	Copies of the Client Agreement, Risk Disclosure, and Terms & Conditions you accepted at onboarding and at point of deposit.
Deposit Confirmation	Payment records linking the card transaction directly to your funded trading account.
Communications	Any emails, chat logs, or support tickets showing your engagement with the platform during the disputed period.
Post-deposit Activity	Evidence that you accessed the platform and used funds after the disputed deposit was made.

6. Client Documentation Obligations

To ensure all disputes can be handled efficiently — whether for or against you — we require all clients to maintain valid and up-to-date account documentation. Failure to provide requested documentation may delay the resolution of a legitimate complaint in your favour.

6.1 Documents Required at Account Opening

- Valid government-issued photo identification (passport or national ID card).
- Proof of residential address dated within the past 3 months (utility bill or bank statement).
- Completed and signed Risk Disclosure Notice acknowledging the risks of leveraged trading.
- Acceptance of the Client Agreement and Terms & Conditions (recorded digitally at onboarding).

6.2 Documents We May Request During a Dispute

- Bank statement confirming the disputed transaction originated from an account in your name.
- Written explanation of the grounds for your dispute.
- Evidence of any unauthorized access to your account (e.g., police report for identity theft cases).
- Correspondence with us prior to filing the chargeback.

All documentation requests will be communicated via your registered email address. You are expected to respond within 5 business days of such a request.

7. Consequences of Fraudulent Chargebacks

Filing a chargeback on the basis of false or misleading information is a serious matter. If we determine that a chargeback claim is fraudulent or unsubstantiated, we reserve the right to take the following actions:

Actions We May Take

- Immediately suspend or permanently close your trading account.
- Report the incident to relevant financial regulators and fraud prevention agencies.
- Pursue civil recovery of any reversed funds plus associated costs, including legal fees.
- Share information with our payment service providers and card networks as permitted by applicable law.
- Issue a formal legal notice where the amount in dispute warrants it.

Suspension of Withdrawal Rights & Forfeiture of Profits

In the event that a client initiates a chargeback or payment dispute through their bank or card issuer, all withdrawal rights associated with that account will be immediately suspended pending the outcome of our investigation. The client shall have no entitlement to withdraw, transfer, or claim any profits or accumulated gains generated within the account during this period. Should the chargeback be determined to be unsubstantiated or fraudulent, any such profits shall be forfeited in full and may be applied toward the recovery of reversed funds, administrative fees, and any costs incurred in defending the dispute.

We treat all chargeback filings with diligence. Clients who have a history of initiating unsubstantiated disputes may be restricted from making future deposits by credit or debit card.

8. Refund Policy

Deposits that have been used to fund trading activity are not eligible for a refund, regardless of trading performance. However, in the following circumstances, you may request a refund directly through your client portal:

- Funds deposited to your account have not yet been used in any trade.
- A technical error caused your deposit to be processed incorrectly.
- You are within a statutory cooling-off period and have not placed any trades.

Approved refunds will be returned to the original payment method within 5–10 business days, subject to any applicable withdrawal verification procedures.

9. Regulatory Framework & Escalation

We operate under applicable financial services regulations and are committed to treating clients fairly. If you are unsatisfied with the outcome of an internal dispute, you may escalate your complaint to:

- The relevant financial ombudsman or regulatory authority in your jurisdiction.
- Your card network's dispute resolution process (Visa or Mastercard, as applicable).
- Any applicable alternative dispute resolution (ADR) scheme as specified in your Client Agreement.

Please note that external escalation does not suspend our right to submit evidence and defend against chargebacks through the card network's standard process.

10. Policy Updates

We reserve the right to update this Policy at any time. Changes will be published on our website and, where material, communicated to clients via their registered email address. Continued use of the platform after notification constitutes acceptance of the revised Policy.

For any questions regarding this Policy, please contact our compliance team at: compliance@avexamarkets.com

This document is for informational purposes and forms part of the platform's client-facing legal documentation. Ensure company name, regulatory details, and contact information are reviewed by your legal/compliance team before publication.