

#### 1. Introduction

1.1. XLibre (hereinafter referred to as the "Company" or "we"), is incorporated under the laws of the Republic of Mauritius with registration number 182094/GBC. The Company has been granted an Investment Dealer License with number GB21026537 under section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008 (herein the "Law") licensed by the Financial Services Commission (herein the "FSC Mauritius").

AND

Any person who wishes to enter into a business relationship and become a client of the Company and completed the Account Opening process through the Company's website (herein the "Client".)

**1.2.** The Withdrawal Conditions are provided by the Company to its Clients under the provisions of the Law as amended from time to time. The Clients must read carefully and understand the conditions set out herein before proceeding with the withdrawal request.

### 2. Acknowledgements

**2.1.** The Client acknowledges that he has read, understood, and accepted the Withdrawal Conditions as amended from time to time, in addition to any other information and/or policy and/or agreement available on the Company's website (<a href="www.exalibre.com">www.exalibre.com</a>).

### 3. Withdrawal Procedure

**3.1.** Withdrawals are processed during standard business hours, Back Office working hours are Monday to Friday 08:00-17:00 GMT+2/GMT+3 DST. Withdrawal requests are processed within the same business day or the next working day if the request is made outside of the Company's working hours (Monday to Friday only). Please note that Server Time is subject to Daylight Savings Time (DST), which begins on the

- last Sunday of March and ends on the last Sunday of October. Server Times: Winter: GMT+2, Summer: GMT+3 (DST).
- **3.2.** Withdrawals are always made using the same payment method/gateway that was used to make the initial deposit.
- **3.3.** The Company cannot send more funds back to the Client's credit card than initially deposited; If additional amounts need to be withdrawn, they will be sent using an alternative payment gateway (i.e. Bank Transfer).
- **3.4.** Funds cannot be refunded to expired credit/debit cards.
- **3.5.** Should credit/debit card deposit be received, all withdrawals up to the amount of total deposits by credit/debit card will processed back to the same credit/debit card on a priority base.
- **3.6.** Deposits via Visa/MasterCard that were executed more than 6 months ago cannot be withdrawn using the same payment method. Funds will be sent via an alternative method in the event of a withdrawal request being made by the Client.
- **3.7.** The Company does not charge any fees for deposits or withdrawals. If any fees are applied, they are charged solely by the payment gateway vendor, bank, or credit card company. The Company does not cover these charges. These charges are covered by the end sender/receiver of the funds. In the event that the Company is charged during funding transaction by any third party, the Company reserves the right to pass the relevant cost back to the Client.
- **3.8.** In case a card that the Client used for depositing funds with the Company, is cancelled/lost/stolen/re-placed/do not support the foreign remittance refunds, please inform the Company prior submitting withdrawal request and provide official letter from the Client's bank stating the same. Please note that all refunds are final and cannot be reverted.
- 3.9. Partially Approved Clients are not entitled to withdraw any amount until they provide their KYC documentation and their account to be Approved by the Company.

# 4. Right to cancel a withdrawal request

- **4.1.** The Company reserves the right to cancel a Client's request for withdrawal due to any of the following reasons:
- (a) when the Client has been asked to provide the Company with updated identification information and the Client has failed to provide KYC information and/or Banking account details and/or statement within 7 (seven) days. The Company shall inform the Client that the reason for the cancellation of the withdrawal request is due to the failure of the Client to resubmit his withdrawal request if the provides the requested updated identification information.
- (b) when the Client has not provided full and/or correct information while submitting his withdrawal request, the Company shall inform the Client that the reason for the cancellation is due to failure on his behalf to provide full and/or correct information to the Company. The Company will ask the Client to resubmit his withdrawal request if he provides full and/or withdrawal information.
- (c) if the Client has selected incorrect withdrawal method (see paragraph 3.2. of the Withdrawal Conditions), the Company shall inform the Client that the reason for the cancellation is the selection of the incorrect withdrawal method. The Company will ask the Client to resubmit his withdrawal request using the correct withdrawal method.

# 5. Dispute

- **5.1.** Any dispute arising with or in connection to any of the terms and conditions of the Withdrawal Conditions shall be dealt by the Company as per the Company's Complaints Handling Policy, which is available on the Company's website.
- **5.2.** All complaints must be written and addressed to the Customer Support Department of the Company via email at <a href="mailto:support@exalibre.com">support@exalibre.com</a>. More details on the procedure which the Client must follow can be found on the Complaint Handling Process Legal Documentation.

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