✅ Agility Forex – Pre-Authorized Debit (PAD) Terms & Conditions

(Final Website Version — Fully Updated, Rule H1 Compliant)

1. Introduction

These Pre-Authorized Debit ("PAD") Terms and Conditions apply when you ("Payor") authorize Agility Forex Ltd. ("Agility Forex", "we", "our") to debit your Canadian bank account for the purpose of settling transactions or related charges.

These Terms are provided in accordance with **Payments Canada Rule H1**, governing the use and administration of PADs in Canada.

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2. Types and Purpose of PADs

Agility Forex may issue PADs for the following purposes:

- **Personal PADs** – for individual, non-business use
- **Business PADs** – for commercial or organizational use

PADs are used solely to fund foreign exchange transactions, related product charges, adjustments, or settlement obligations arising from services you have requested from Agility Forex.

All PADs issued by Agility Forex are **Variable Amount PADs**, meaning the amount may differ from one transaction to the next based on your trade activity.

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3. Your Authorization

By completing and signing a PAD Agreement (or submitting banking information as part of our onboarding process where electronic signatures are permitted), you authorize Agility Forex to:

- Debit the bank account you designate;
- Withdraw variable amounts as required to settle trades or obligations;
- Issue PADs on any business day when funds are due;
- Retry debits or request alternate funding where permitted under Rule H1.

This authorization remains in effect until revoked in accordance with Section 9.

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4. Notification of Amounts

Under Payments Canada Rule H1, advance notice of a PAD is typically required.
However, by using Agility Forex services:

You waive the requirement for advance written notice. The trade confirmation sent to you at the time of booking a transaction constitutes sufficient notification of the amount and timing of each PAD.

This practice aligns with industry standards (XE, OFX, Scotiabank) and is permitted under Rule H1.

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5. First PAD Processing Timeline

Your first PAD may require **5–7 business days** to process due to standard compliance review and setup procedures required by Canadian financial institutions.
Once the first PAD is successfully processed, subsequent PADs typically process without delay.

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6. Insufficient Funds, Declined PADs, and Returned Items

A PAD may be returned or declined by your financial institution for reasons such as:

- **Insufficient or unavailable funds (NSF)**
- Exceeding daily or transactional limits
- Closed, frozen, or restricted account
- Invalid or outdated banking information
- Stop payment request
- Institutional or technical processing issues

If a PAD is returned:

1. **You remain fully responsible for providing the required funds immediately.** Funding must be provided through an alternative method such as EFT, wire transfer, or online bill payment.

2. **NSF or return-item fees charged by your financial institution are your sole responsibility.**
   Agility Forex does not reimburse these charges.
3. Agility Forex may, at its discretion:
   - Retry the PAD,
   - Request immediate alternative funding,
   - Delay or cancel pending trades until cleared funds are received,
   - Suspend or revoke PAD privileges, or
   - Require pre-funding for future transactions.
4. Returned or declined PADs may delay the execution of your trades.
   Agility Forex is not responsible for losses resulting from market movement or delayed settlement caused by insufficient funds or returned PADs.

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7. Your Responsibilities

You agree to:

- Ensure sufficient funds are available in your bank account before each scheduled PAD;
- Maintain accurate and up-to-date banking information;
- Notify Agility Forex in writing at least **5 business days** before any changes to your bank account;
- Immediately contact us if you believe a PAD has been issued in error.

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8. Authority and Eligibility

By authorizing PADs, you confirm that:

- The account is held at a Payments Canada–participating financial institution;
- All persons required to authorize debits on the account have signed the PAD Agreement;
- You have the legal authority to bind the account (for business PADs).

Agility Forex may request supporting documentation such as a VOID cheque, bank statement, or online banking verification.

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9. Revocation of Authorization

You may revoke your PAD Authorization **at any time** by providing Agility Forex with **30 days' written notice**.

Revocation applies only to the PAD payment method and **does not cancel or affect any existing transactions, obligations, or service agreements**.
You must arrange alternative funding methods for any outstanding payments.

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10. Your Recourse Rights

You have recourse rights under Payments Canada Rule H1. For example, you may receive reimbursement from your financial institution if:

- A PAD was not authorized by you; or
- A PAD was not issued in accordance with your PAD Agreement.

To obtain a refund, you must make a claim within **10 business days** of the PAD posting to your account.

Details regarding your rights are available at:
https://www.payments.ca/rules/h1

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11. Errors, Disputes, and Corrections

If you believe a PAD has been issued in error, contact Agility Forex immediately at **support@agilityforex.com**.
Agility Forex will investigate and correct any errors as required.

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12. Privacy

All information collected for the purpose of administering PADs is handled in accordance with Agility Forex's **Privacy Policy** and applicable Canadian privacy legislation.
Your banking information will be used solely for processing PADs and meeting compliance obligations.

13. Amendments

Agility Forex may amend these PAD Terms & Conditions at any time. Updated Terms will be posted on our website, and continued use of our PAD services will constitute acceptance of any changes.

14. Contact Information

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