Agility Forex – ACH Debit Terms and Conditions

1. Purpose

These ACH Debit Terms and Conditions apply when an individual or business customer (“Customer”) authorizes Agility Forex Ltd. (“Agility Forex,” “we,” or “us”) to initiate electronic debits from a U.S. bank account through the Automated Clearing House (“ACH”) Network.

ACH debits may be used to fund foreign exchange transactions and satisfy related fees, adjustments, settlement amounts, or other payment obligations owed to Agility Forex.

2. ACH Authorization

By signing an ACH Debit Authorization or electronically accepting these Terms, the Customer authorizes Agility Forex to:

- Initiate one or more ACH debits from the designated bank account;
- Debit variable amounts equal to the amounts due for transactions and related obligations authorized by the Customer;
- Initiate debits on any business day that payment is due; and
- Reinitiate a returned debit when permitted by the Nacha Operating Rules and applicable law.

The amount and timing of each debit will be established by the applicable transaction confirmation, payment instruction, invoice, or other transaction record provided to the Customer.

3. Customer Confirmations

The Customer confirms that:

- The designated account is a U.S. checking or savings account owned by the Customer;
- The banking information provided is complete and accurate;
- If the account is a business account, the person accepting the authorization has authority to act for the business and authorize debits from the account; and
- All approvals required by the Customer or its financial institution have been obtained.

Agility Forex may request supporting documentation or electronically validate the account before initiating ACH debits.

4. Returned ACH Debits

If an ACH debit is returned:

- The Customer remains responsible for the full amount due;
- Agility Forex may reinitiate the debit where permitted or require payment by wire transfer or another approved method;
- The Customer is responsible for any fees charged by their financial institution;
- Agility Forex may suspend ACH funding privileges or require future pre-funding; and
- The Customer remains responsible for losses, costs, or market movements resulting from delayed or failed settlement, subject to the applicable service agreement.

5. Customer Responsibilities

The Customer agrees to:

- Maintain sufficient available funds when payment is due;
- Keep their banking information current and accurate;
- Notify Agility Forex promptly of any change to the designated account; and
- Contact Agility Forex immediately if they believe a debit was made in error or was not authorized.

6. Revocation

This authorization will remain in effect until Agility Forex receives at least 30 days' written notice of revocation at support@agilityforex.com.

Revocation applies only to the ACH payment method. It does not cancel any completed or pending transaction, payment obligation, or other agreement with Agility Forex. The Customer must arrange an alternative payment method for all amounts remaining due.

7. Errors and Disputes

The Customer must review their bank account activity and notify Agility Forex promptly of any suspected error or unauthorized debit.

Returns, reversals, and disputes are subject to the Nacha Operating Rules, applicable law, and the Customer's agreement with their financial institution. Individual customers retain all rights available under applicable consumer protection law, including Regulation E.

A dispute or reversal does not eliminate a valid payment obligation owed to Agility Forex.

8. Nacha Rules

ACH entries will be processed in accordance with the Nacha Operating Rules and applicable law. If these Terms conflict with a mandatory requirement of the Nacha Operating Rules or applicable law, that requirement will govern.

9. Privacy and Records

Agility Forex may collect, use, retain, and disclose banking and authorization information as necessary to process ACH transactions, verify authorization, prevent fraud, comply with legal and regulatory obligations, and administer its services.

Agility Forex may retain evidence of the authorization and provide it to its financial institution or another authorized party when required.

10. Contact Information

Agility Forex Ltd.
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