

# **COMPLAINTS AND DISPUTE RESOLUTION PROCEDURE**

*(Incorporated by Reference into and Forming an Integral Part of the Usage Terms and Policies)*

## **1. PURPOSE, SCOPE, AND CONTRACTUAL BASIS**

### **1.1 Establishment of Procedure**

This Complaints and Dispute Resolution Procedure (hereinafter referred to as the “**Procedure**”) is formally established to provide a structured, transparent, and legally consistent mechanism through which Clients may raise concerns, submit complaints, or initiate dispute proceedings in relation to the services, transactions, or operations of the Company.

### **1.2 Legal Integration with Main Agreement**

(a) This Procedure shall be read in conjunction with, and shall form an integral and binding part of, the Company’s Usage Terms and Policies (the “**Main Agreement**”).

(b) Any complaint, dispute, or claim submitted under this Procedure shall be assessed strictly in accordance with the provisions of the Main Agreement, including but not limited to execution policies, risk disclosures, and operational rules.

(c) In the event of inconsistency, the interpretation that best preserves regulatory compliance, operational integrity, and contractual enforceability shall prevail.

### **1.3 Objective and Standard of Review**

(a) All complaints and disputes shall be handled in a manner that is commercially reasonable, procedurally fair, and aligned with internal compliance standards.

(b) The Company shall maintain discretion in determining the appropriate course of action, provided such discretion is exercised in good faith and within applicable legal frameworks.

## **2. INITIATION AND SUBMISSION OF COMPLAINTS**

### **2.1 Formal Submission Requirements**

(a) Any Client seeking to raise a complaint or dispute must submit a formal written request through the Company’s designated official communication channel.

(b) Such submission must include, at a minimum:

- Full legal name of the Client;
- Trading account identifier;
- Registered email address;
- A detailed and substantiated description of the issue, including chronology, supporting facts, and any relevant documentation.

## **2.2 Completeness and Accuracy Obligation**

(a) The Client shall ensure that all submitted information is accurate, complete, and not misleading.

(b) The Company reserves the right to disregard, delay, or reject any submission that is incomplete, ambiguous, or lacks sufficient supporting evidence.

## **2.3 Request for Supporting Documentation**

(a) The Company may, at its sole discretion, require additional documentation or verification to properly assess the matter.

(b) Where the complaint relates to financial transactions, the Client may be required to provide verifiable records, including but not limited to banking statements, payment confirmations, or transaction logs.

# **3. REVIEW, ASSESSMENT, AND ELIGIBILITY**

## **3.1 Scope of Admissible Complaints**

(a) Only complaints directly arising from:

- The provisions of the Main Agreement;
- The Company's operational procedures; or
- Verifiable miscommunication between the Company and the Client shall be deemed eligible for review under this Procedure.

## **3.2 Exclusion of Non-Qualifying Claims**

(a) The Company reserves the right to decline consideration of complaints arising from:

- Client negligence or misuse of the platform;

- Failure to comply with contractual obligations;
- Breach of applicable laws or Company policies;
- Market-related losses inherent to trading activities.

(b) Such matters shall instead be governed by the relevant provisions of the Main Agreement and applicable legal frameworks.

### **3.3 Evaluation Process and Timeline**

(a) Upon receipt of a valid submission, the Company shall conduct a comprehensive internal review.

(b) The standard assessment period shall range from seven (7) to thirty (30) business days, depending on the complexity, documentation requirements, and technical nature of the issue.

(c) The Client acknowledges that extended timelines may apply in cases requiring third-party coordination, regulatory review, or technical investigation.

## **4. REPORTING OF ACCOUNT AND TRADE DISCREPANCIES**

### **4.1 Immediate Notification Requirement**

(a) Clients are required to report any irregularities or discrepancies relating to their trading account without undue delay.

(b) Failure to provide timely notification may result in the Client assuming full responsibility for any resulting consequences.

### **4.2 Examples of Reportable Discrepancies**

(a) Discrepancies may include, but are not limited to:

- Missing or unrecorded executed orders;
- Unauthorized transactions or executions;
- Incorrect modification of orders;
- Failure of trades to close or improper closure of positions;
- Any inconsistency between platform records and Client expectations.

### **4.3 Consequences of Delayed Reporting**

(a) The Company shall not be held liable for losses arising from delayed reporting where timely intervention could have mitigated such losses.

## **5. CLIENT COOPERATION AND CONFIDENTIALITY OBLIGATIONS**

### **5.1 Duty to Cooperate**

(a) The Client shall cooperate fully and in good faith throughout the investigation and resolution process.

(b) This includes providing requested documentation, responding to inquiries, and adhering to procedural requirements.

### **5.2 Confidential Handling of Disputes**

(a) All complaints, investigations, and outcomes shall be treated as strictly confidential.

(b) The Client agrees not to disclose, publish, or otherwise communicate details of any ongoing dispute to third parties prior to final resolution.

### **5.3 Prohibited Conduct**

(a) Any form of coercion, intimidation, harassment, or reputational threats directed toward the Company or its personnel is strictly prohibited.

(b) Such conduct may result in immediate suspension of services, termination of the Client relationship, and potential legal action.

## **6. CLAIM MANAGEMENT AND NON-DISCLOSURE REQUIREMENTS**

### **6.1 Exclusive Channel for Claims**

(a) All claims must be directed exclusively to the Company through official communication channels.

(b) Claims submitted through unauthorized channels may not be recognized or processed.

### **6.2 Confidentiality of Claims**

(a) The Client agrees to maintain strict confidentiality regarding all claims and proceedings.

(b) Any unauthorized disclosure that results in reputational or financial harm to the Company may give rise to legal liability.

## **7. INTERIM RESPONSE AND ESCALATION PROCEDURES**

### **7.1 Interim Communications**

- (a) Where a final determination cannot be reached within the standard timeframe, the Company shall issue an interim response acknowledging the status of the investigation.
- (b) Such communication shall outline the reasons for delay and, where possible, provide an indicative timeline.

### **7.2 Escalation Measures**

- (a) In complex or high-impact cases, the matter may be escalated to senior management or specialized review committees.
- (b) The Company may initiate direct engagement with the Client to facilitate efficient resolution.

### **7.3 Ongoing Updates**

- (a) The Client shall be reasonably informed of material developments during extended investigations, where appropriate.

## **8. DETERMINATION AND FINAL RESOLUTION**

### **8.1 Issuance of Decision**

- (a) Upon completion of the review process, the Company shall communicate its final determination in writing.
- (b) Such determination shall include the outcome and, where appropriate, a summary of the rationale.

### **8.2 Binding Nature of Decision**

- (a) The Company's decision shall be considered final and binding, subject only to applicable legal rights or regulatory escalation where permitted.

### **8.3 Implementation of Remedies**

- (a) Where a complaint is upheld, the Company may implement corrective actions, including but not limited to account adjustments or procedural remedies.

(b) Where a complaint is rejected, the Client shall be informed accordingly, and no further action shall be required by the Company.

## **9. LIMITATION OF DISPUTE LIABILITY**

(a) The Company shall not be liable for indirect, incidental, or consequential losses arising from any complaint or dispute.

(b) Any liability, where established, shall be limited in accordance with the limitation of liability provisions set forth in the Main Agreement.

(c) Disputes arising from market volatility, execution delays, or external factors beyond the Company's control shall not constitute grounds for compensation.

## **10. AMENDMENTS AND PROCEDURAL AUTHORITY**

### **10.1 Right to Modify Procedure**

(a) The Company reserves the right to amend, revise, or update this Procedure at any time.

(b) Any such amendments shall become effective upon publication or implementation.

### **10.2 Continuing Acceptance**

(a) Continued use of the Company's services following such amendments shall constitute acceptance of the revised Procedure.