

Complaint Handling Policy

SECTION 1. INTRODUCTION AND APPLICABILITY

1.1 Purpose and Scope

1.1.1 This **Complaint Handling Policy** supplements and forms part of the Service Usage Policy governing your access to and use of the Company's Platform and Services.

1.1.2 The purpose of this Policy is to establish a structured process for the submission, assessment, investigation, escalation, and resolution of complaints relating to the Company's Services, Platform, operational procedures, communications, or contractual obligations.

1.1.3 The Company is committed to addressing complaints fairly, consistently, efficiently, and in accordance with applicable legal, regulatory, and operational requirements.

1.1.4 By accessing or using the Services, you acknowledge and agree to comply with the procedures described in this Policy.

SECTION 2. COMPLAINT SUBMISSION REQUIREMENTS

2.1 Eligibility to Submit a Complaint

2.1.1 A complaint may be submitted by a User who believes that the Company has failed to meet its obligations under the Service Usage Policy or other applicable Company policies.

2.1.2 Complaints must relate directly to matters arising from the Company's Services, Platform operations, account administration, communications, or contractual obligations.

2.1.3 The Company reserves the right to decline complaints that fall outside the scope of this Policy.

2.2 Informal Resolution

2.2.1 Before submitting a formal complaint, Users are encouraged to contact the Company's support team to seek clarification or informal resolution of the issue.

2.2.2 The use of informal resolution procedures does not affect a User's right to submit a formal complaint under this Policy.

2.3 Required Information

2.3.1 To facilitate a proper review, complaint submissions should include:

- (a) the User's full name;
- (b) Account number;
- (c) registered email address;
- (d) a detailed description of the issue;
- (e) relevant dates and events; and
- (f) supporting documentation where available.

2.3.2 The Company may request additional information, records, transaction details, correspondence, identification documents, or other evidence reasonably required to assess the complaint.

2.3.3 Failure to provide requested information may delay or prevent completion of the review process.

SECTION 3. COMPLAINT REGISTRATION AND ACKNOWLEDGEMENT

3.1 Receipt of Complaint

3.1.1 Complaints must be submitted through the communication channels designated by the Company.

3.1.2 Upon receipt of a complaint, the Company may assign a reference number for administrative and tracking purposes.

3.2 Acknowledgement

3.2.1 The Company will generally acknowledge receipt of a complaint within five (5) Business Days.

3.2.2 Acknowledgement of receipt does not imply acceptance of the complaint or agreement with the allegations contained therein.

SECTION 4. INVESTIGATION AND REVIEW PROCEDURES

4.1 Internal Investigation

4.1.1 Upon receipt of a valid complaint, the Company shall conduct an internal review in accordance with its established procedures.

4.1.2 The investigation may include review of account records, communications, transaction history, trading activity, technical logs, internal reports, and any evidence provided by the User.

4.1.3 The Company may consult relevant personnel, compliance representatives, operational teams, or senior management during the review process.

4.2 Matters Subject to Review

4.2.1 Complaints may be reviewed where they concern:

- (a) account administration;
- (b) operational errors;
- (c) communication issues;
- (d) Platform functionality;
- (e) transaction processing concerns; or
- (f) alleged breaches of Company obligations.

4.2.2 Complaints arising solely from market losses, unsuccessful trading outcomes, market volatility, or ordinary trading risks may not constitute valid grounds for relief.

4.3 User Negligence

4.3.1 Complaints arising primarily from User negligence may be excluded from relief under this Policy.

4.3.2 Examples may include:

- (a) incorrect order submissions;
- (b) failure to follow Platform instructions;
- (c) failure to maintain account security;
- (d) violations of trading restrictions; or
- (e) failure to monitor account activity.

4.3.3 Such matters may instead be addressed under applicable operational or account management policies.

SECTION 5. REPORTING ACCOUNT DISCREPANCIES

5.1 Notification Requirements

5.1.1 Users must promptly report any suspected account discrepancies, unauthorized activity, missing transactions, incorrect balances, execution concerns, or other irregularities.

5.1.2 Delayed reporting may adversely affect the Company's ability to investigate the matter.

5.1.3 The Company reserves the right to consider delayed reporting when assessing responsibility for resulting losses or damages.

SECTION 6. COOPERATION, CONDUCT, AND CONFIDENTIALITY

6.1 Good Faith Participation

6.1.1 All parties involved in the complaint process are expected to participate honestly, respectfully, and in good faith.

6.1.2 Users shall provide accurate information and cooperate with reasonable requests for clarification or documentation.

6.2 Prohibited Conduct

6.2.1 Users must not engage in threatening, abusive, harassing, coercive, defamatory, fraudulent, or disruptive conduct toward Company personnel during the complaint process.

6.2.2 The Company reserves the right to suspend communications, restrict Services, or take other appropriate action where such conduct occurs.

6.3 Confidentiality

6.3.1 Information exchanged during the complaint process shall be treated as confidential to the extent permitted by law.

6.3.2 Complaint-related information may only be disclosed where necessary for investigation, legal compliance, regulatory obligations, professional advice, dispute resolution, or enforcement of Company rights.

SECTION 7. RESPONSE TIMEFRAMES AND ESCALATION

7.1 Standard Review Period

7.1.1 The Company will generally seek to complete complaint reviews within seven (7) to thirty (30) Business Days.

7.1.2 Review periods may vary depending upon complexity, availability of information, third-party involvement, or regulatory considerations.

7.2 Interim Responses

7.2.1 Where additional time is required, the Company may issue an interim response outlining the status of the review.

7.2.2 Any extension shall be limited to the period reasonably required to complete the investigation.

7.3 Escalation to Senior Management

7.3.1 Complex or high-impact complaints may be referred to senior management, compliance personnel, or designated review committees for further consideration.

7.3.2 Users may be contacted directly by an authorized Company representative during the escalation process.

SECTION 8. DECISION AND REMEDIAL ACTION

8.1 Final Determination

8.1.1 Upon completion of the review, the Company will communicate its findings and final determination to the User.

8.1.2 Where a complaint is upheld, the Company may implement corrective measures deemed appropriate under the circumstances.

8.1.3 Corrective measures may include account adjustments, operational remedies, procedural improvements, or other actions determined by the Company.

8.2 Closure of Complaint

8.2.1 A complaint shall be considered closed upon issuance of the Company's final determination unless an appeal is submitted in accordance with this Policy.

SECTION 9. APPEALS PROCESS

9.1 Appeal Eligibility

9.1.1 A User who disagrees with the final determination may submit a written appeal within the timeframe specified by the Company.

9.1.2 Appeals should be supported by:

- (a) material new evidence;
- (b) significant factual inaccuracies; or
- (c) alleged procedural errors affecting the outcome.

9.2 Appeal Review

9.2.1 Appeals may be reviewed by senior management, a designated review committee, or another authorized representative not directly involved in the original determination.

9.2.2 The outcome of the appeal review shall be final and binding for the purposes of the Company's internal complaint procedures.

SECTION 10. RECORDS, POLICY ADMINISTRATION, AND USER ACKNOWLEDGEMENT

10.1 Record Retention

10.1.1 The Company may retain records relating to complaints, investigations, communications, evidence, determinations, and appeals for legal, regulatory, operational, compliance, and audit purposes.

10.2 Policy Amendments

10.2.1 The Company reserves the right to amend, revise, supplement, replace, or update this Policy at any time.

10.2.2 Any amendments shall become effective upon publication through the Platform or other communication channels designated by the Company.

10.3 Acceptance of Policy

10.3.1 By accessing or using the Services, submitting a complaint, or participating in a complaint review process, you acknowledge that you have read and understood this Complaint Handling Policy.

10.3.2 You agree to cooperate with the procedures established under this Policy and accept that complaint determinations shall be made in accordance with the Company's review and investigation processes.