



Complaints Management and Dispute Resolution Framework

Clause 1: Purpose and Applicability

This Framework establishes the formal mechanism by which the Company receives, assesses, and resolves complaints, concerns, and disputes raised by Clients in connection with the use of the Company's services. The procedures set out herein are intended to ensure transparency, procedural fairness, efficiency, and regulatory compliance. This Framework forms an integral part of the User Terms and Conditions and applies to all Clients without exception.

Clause 2: Submission of Complaints and Disputes

Any Client wishing to raise a complaint or initiate a dispute must submit a written notice to the Company through its designated official communication channel. To enable proper identification and assessment, the submission must include, at a minimum:

- The Client's full legal name*
- The relevant trading account number*
- The registered email address associated with the account*
- A comprehensive description of the issue, including dates, transactions involved, and supporting evidence where applicable*

The Company reserves the right to request supplementary information or documentation where necessary to facilitate a complete and accurate review. Where a complaint relates to financial transactions, the Client may be required to provide verification records, including bank statements or payment confirmations linked to the transaction in question.

Clause 3: Assessment and Internal Review Process

Upon receipt of a complaint or dispute, the Company shall initiate an internal evaluation in accordance with its established compliance and governance procedures. Each submission will be examined on its individual merits, taking into account the relevant provisions of the User Terms and Conditions, platform records, transaction data, and communications history.

Only complaints that directly arise from, or are connected to, the Company's contractual obligations, platform operations, or documented communications shall be eligible for consideration under this Framework. Matters resulting from Client misconduct, negligence, breach of the Agreement, or non-compliance with platform rules may be excluded from resolution under this process and addressed through alternative enforcement mechanisms.

Clause 4: Review Timelines and Determination

*The Company shall use reasonable efforts to complete its assessment within a period of **seven (7) to thirty (30) business days**, depending on the complexity, scope, and evidentiary requirements of the matter. The Client acknowledges that extended review periods may be required where third-party verification, regulatory consultation, or forensic analysis is necessary.*

Following completion of the review, the Company shall issue a written determination outlining the outcome and, where appropriate, the corrective measures undertaken. The determination rendered by the Company shall be deemed final, binding, and conclusive, subject only to rights mandated under applicable law.

Clause 5: Reporting of Account Irregularities

Clients are required to promptly notify the Company of any suspected irregularities or inconsistencies relating to their trading account, including but not limited to:

- Executed orders not reflected in account records*
- Transactions initiated without authorization*
- Unauthorized alterations to executed orders*
- Positions remaining open contrary to instructions*
- Premature closure of active trades*

Failure to report such matters without undue delay may result in the Client bearing full responsibility for any resulting losses, discrepancies, or operational consequences.

Clause 6: Duty of Cooperation and Confidentiality

Clients agree to cooperate fully with the Company throughout the complaint or dispute resolution process, including responding promptly to information requests. All matters under review shall be treated as strictly confidential.

The Client undertakes not to disclose, publish, or disseminate any information relating to an ongoing complaint or dispute prior to the issuance of a final decision. Any form of coercion, intimidation, threats, or attempts to exert undue influence against the Company or its personnel shall constitute a material breach of the Agreement and may result in immediate suspension, termination of services, and legal action.

Clause 7: Claims Handling and Non-Disclosure Obligations

Any claim arising out of the Agreement or the use of the Company's services must be submitted exclusively to the Company and through the registered communication channels. Claims must originate from the Client's registered email address and remain confidential until formally resolved.

Any breach of confidentiality obligations, including public dissemination of unverified or disputed allegations, may expose the Client to liability for reputational harm, damages, and enforcement measures under applicable law.

Clause 8: Disputes Relating to Trade Instruments or Warrants

Where a dispute involves a trade warrant or similar instrument, the Company may, at its sole discretion and without obligation, evaluate mitigation measures intended to limit potential exposure. Any such intervention shall not be construed as an admission of liability. The Company retains exclusive authority to determine whether remedial action is appropriate, and any decision rendered shall be final.

Clause 9: Interim Responses and Escalation

Where a complaint requires extended investigation or cannot be conclusively resolved within the standard review timeframe, the Company may issue an interim response advising the Client of the status and anticipated timeline for completion.

In cases of heightened complexity or material significance, the matter may be escalated to senior management for further review. The Client shall be kept reasonably informed of progress during such escalation, without prejudice to the Company's rights or discretion.

Clause 10: Final Resolution and Implementation

Upon conclusion of the complaint or dispute process, the Company shall communicate its final determination. Where the outcome favors the Client, appropriate corrective actions shall be implemented in accordance with internal controls. Where the determination does not favor the Client, the rationale shall be communicated clearly and conclusively.

