

# **GRIEVANCE AND DISPUTE HANDLING POLICY**

This Policy establishes the formal procedures adopted by the Company for the receipt, investigation, and resolution of grievances, complaints, or disputes submitted by Clients. It ensures that all concerns are addressed promptly, impartially, and in accordance with the Company's General Terms of Use and commitment to fair and ethical business practices. By submitting a grievance or dispute, the Client agrees to comply with the terms and processes outlined herein.

## **SECTION 1: INITIATION AND SUBMISSION OF GRIEVANCES**

- 1.1 Clients may submit a formal grievance or dispute via the Company's designated communication channel, specifically the official email address. Submissions must include the Client's full legal name, trading account number, registered email address, and a detailed account of the facts and issues involved. The Company may request supporting documents as deemed necessary to facilitate a comprehensive assessment.
- 1.2 In instances where the grievance pertains to financial transactions, the Client shall provide, upon request, relevant account statements issued by the involved financial institution. The Company reserves the right to pause the review process pending receipt of such documentation.

## SECTION 2: ASSESSMENT, REVIEW, AND TIMELINES

- **2.1** Upon receipt of a valid grievance, the Company will commence a thorough internal review in accordance with its standard procedures. The Company will objectively evaluate the matter and determine the appropriate course of action. Only disputes directly related to the Company's Terms of Use or arising from communication deficiencies shall be considered under this Policy.
- **2.2** Complaints resulting from Client negligence, policy breaches, or misconduct will be excluded from this review process and addressed according to the Company's standard enforcement policies.
- **2.3** The Company endeavors to complete the grievance review within thirty (30) business days, with a minimum review duration of seven (7) business days. Complex matters may require longer periods. Clients will be notified of the outcome, which shall be deemed final and binding.



**2.4** Should the investigation require additional time, the Company will provide an interim acknowledgment and estimated resolution timeframe. Clients will receive periodic progress updates during the extended review.

### SECTION 3: REPORTING OBLIGATIONS AND ESCALATION PROCEDURES

- **3.1** Clients must report any irregularities in trading execution, account status, or transaction history within five (5) business days of discovery. Such issues include but are not limited to unauthorized trades, execution errors, or unprocessed order closures.
- **3.2** Failure to report such discrepancies within a reasonable period will constitute acceptance of the outcome and waive any related claims.
- **3.3** Clients must cooperate fully during investigations and refrain from making defamatory, misleading, or publicly disparaging statements about the Company or its employees until resolution is reached. Harassment, threats, or coercion directed toward Company personnel will result in immediate service suspension and may trigger legal action.
- **3.4** For complex or unresolved matters, the Company may escalate the case to a senior management representative who will serve as the Client's point of contact during final resolution. Escalations will be handled professionally and discreetly.

### SECTION 4: CONFIDENTIALITY, FINAL DETERMINATION, AND CLAIMS

- **4.1** All grievances must be submitted using the Client's registered email address and treated confidentially throughout the review process. The Client agrees to maintain confidentiality throughout the grievance process. Unjustified disclosure of confidential matters may be considered a breach of this Policy and could result in reputational consequences or further action.
- **4.2** For disputes concerning specific trading instruments, such as warrants, the Company retains sole discretion to evaluate risk mitigation strategies. The Company's decisions on such matters shall be final.
- **4.3** Upon conclusion of the review, the Company will communicate its final decision and implement corrective actions if warranted. If the decision does not favor the Client, a rationale will be provided. All determinations under this Policy are conclusive and non-appealable.



#### **SECTION 5: GENERAL PROVISIONS**

- **5.1** By engaging in this grievance process, the Client consents to the procedures outlined and agrees to remain responsive during the investigation period.
- **5.2** The Company reserves the right to amend this Policy at any time, with changes taking effect immediately upon publication on the Company's website or other official channels. Continued use of Company services after such updates constitutes acceptance of the revised Policy.

### **SECTION 6: ALTERNATIVE DISPUTE RESOLUTION**

**6.1** In the event that a grievance cannot be resolved through internal processes, the Client and the Company may mutually agree to submit the dispute to mediation or arbitration as a means of final resolution. Such alternative dispute resolution mechanisms will be conducted under agreed terms and in compliance with applicable law.