

exness

# Complaints Handling Policy

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## 1. Scope

1.1 EXNESS (SC) LTD (the “**Company**”) is required to establish, implement and maintain an effective and transparent complaint handling policy and procedures for the prompt handling of Clients’ complaints.

1.2 This Complaints Handling Policy (the “**Policy**”) sets out the process adopted by the Company for the fair and prompt handling of queries, issues, and complaints received from its Clients and the process that Clients need to follow in order to submit a query, issue or complaint to the Company.

1.3. The Policy is reviewed, and where necessary revised on a yearly basis, or as the need arises.

## 2. Initial Submission

2.1 If you have any query or issue related to our Services, we strongly recommend reaching out to our Customer Support team initially. You can contact Customer support through our official communication channels, such as e-mail ([support@exness.com](mailto:support@exness.com)), live chat, telephone, or report an issue within your Personal Area. Depending on the specific nature of your query or issue, if deemed necessary, the Customer Support may refer it to the appropriate function for efficient review and resolution.

2.2 Engaging in direct communication with employees or representatives of the Company through non-Exness official channels is not recognized as an official method for communicating or submitting queries, issues and complaints.

2.3 We will try to resolve your query or issue immediately. If your query or issue cannot be resolved immediately, we remain committed to addressing and resolving it in a prompt manner (*usually within 3-5 business days*). If additional time is required, we will issue a holding response in writing and we will indicate when we will make further contact to inform you of the investigation process and outcome.

2.4 If the Response provided at this stage does not meet your satisfaction, you have the option to escalate the matter using the procedure outlined in more detail below.

### 3. Escalation

3.1 Further to the above, any Client who is not satisfied with the Response received and would like to escalate the matter further, they may complete and submit the [Complaint Form](#) electronically (the "Form"). In order to complete and submit the Form, you must first log in to your online Personal Area. Should you require assistance in lodging a complaint, you may seek support from our Customer Support team.

3.2 The Form must be filled out truthfully, completely and accurately. The information required through the Form is indicative and additional information and/or clarification and/or evidence may be requested. We may request from you to submit a new Form if we consider that you have falsely and/or incorrectly and/or insufficiently completed the Form.

3.3 The forms will undergo review by different functions, separate from the ones that initially dealt with your query, issue or complaint, as and where applicable. This is done to make sure a fair evaluation of the matter.

3.4 Upon the successful submission of the Form, and within two (2) working days we will acknowledge receipt of the Form, and provide you with a reference number. We will then carry out an impartial review of the matter and communicate to you the outcome of our investigation and our Response within ten (10) working days. In terms of Over-The-Counter (OTC) Derivative Transaction with South African Clients, the Company will report any dispute relating to an OTC Derivative Transaction where the value of the transaction exceeds ZAR100 million, and the dispute remains unresolved for ten (10) business days, to the FSCA.

3.5 In the event that we are unable to respond within ten (10) working days, we will inform you of the reasons for the delay and indicate the period of time within which it is possible to complete the investigation. In any event, we shall provide you with the outcome of our

investigation no later than twenty-one (21) working days from the date of lodging the complaint, depending on the complexity of the case and your cooperation. For grossly complicated complaints, the timeframe may be extended to ninety (90) business days. In such cases, we will inform you in writing and specify the time frame by which a response will be provided to you.

3.6 It is strongly recommended that you consistently adhere to the processes outlined above to facilitate a prompt review of all matters. If you wish to submit a formal complaint to the Company's Compliance Department, please forward all relevant information including case number, if and where applicable, via email to [formal.complaints@exness.com](mailto:formal.complaints@exness.com). The Compliance Department will evaluate the case and might request that you submit the [Complaint Form](#), hence it is advisable to do so right from the start. The timeframes outlined in sections 3.4 and 3.5 will apply. A Response issued by the Compliance Department should be considered as ultimate and definitive, with no opportunity for further escalation of the matter to any function or individual within the Company (the "Final Response").

3.7 The Final Response shall be provided in English, or upon explicit request by the complainant in French or Creole, and shall include:

- (a) an overview of the complaint;
- (b) issues which have been considered in the investigation;
- (c) outcome of the investigation;
- (d) any applicable remedy and the timeframe to the complainant to confirm acceptance or non-acceptance of the proposed remedy;
- (e) the complainant's right to lodge a complaint to the Competent Authority, if unsatisfied with the remedy; and
- (f) the details of the Competent Authority including the telephone number, e-mail address and postal address.

## 4. General provisions

4.1. When drafting your query, issue or complaint, it's crucial to be clear and concise. Begin with a brief introduction of the matter in question providing specific details in an

organized paragraph. Think about the resolution you desire and, if possible, suggest a solution. Maintain a formal and professional tone, focusing on facts.

4.2 At any given time during the handling process of queries, issues and complaints we may require you to provide us additional information and documentation (including but not limited to your secret investor password and/or updated due diligence documentation and/or other registration data, etc.) and your full cooperation is required in order to finalize our investigation. We may extend the investigation timeframe, or put the matter on hold, or consider the matter as closed if you have failed to respond adequately and/or within a reasonable timeframe or within the timeframe we may have indicated and/or if your profile is not fully verified as per the requests of the Company. Depending on your response and the nature of the matter, we may resume the handling process or request for you to resubmit your query or complaint.

4.3 We strongly recommend that you submit your query, issue or complaint within a reasonable timeframe from the occurrence of the matter or incident. Delaying this process may complicate the review, and it may necessitate additional time.

4.4 A Response is a written reply from the Company that can take one of the following forms:

- (a) Acceptance of the issue or complaint and, when applicable, an offer of redress (redress may not necessarily involve financial compensation; it could be as simple as an apology).
- (b) Offer of redress with or without accepting the issue or complaint, as a goodwill gesture, in line with the Company's policy for amicable complaint resolution.
- (c) Rejection of the complaint with an explanation for the decision.

4.5 Additional explanations regarding the Response can be furnished upon the Client's subsequent request. A case will be considered resolved, settled, or closed when the Company has provided a written Response and/or further clarifications on the Response to the Client.

4.6 The Company may ask for a written withdrawal of the matter in question and/or request that you take any other reasonable actions to expedite the reimbursement/closure process.

4.7 The Company reserves the right to consider the matter in question as closed under the following circumstances, *among others*:

- (a) When it is determined that neither the Client nor the Company requires further action after the Response has been issued.
- (b) When the matter has been mutually resolved.
- (c) When the Client fails to respond promptly and adequately to the Company's inquiries and requests.
- (d) When the Company has provided a substantive Response, and the Client has not indicated dissatisfaction with the Response or provided relevant supporting information within a reasonable timeframe.
- (e) When the Client fails to comply with the Company's verification requests or sections 4.10 and 4.11.

4.8 The submission of a query, issue or complaint is restricted to the owner of the account for which the matter relates to. We may accept issues brought by third parties (e.g. lawyers) acting on behalf of Client ("Authorized Representatives"), as long as the Client has authorized in writing the third party and provides this authorisation as evidence to the Company.

4.9 The present Policy, including the procedures and timeframes included herewith, may not be applied in circumstances where a Client and/or his Authorized Representative has taken legal action and/or has escalated the matter to the court and/or any dispute resolution service or similar.

4.10 If a Client engages in spamming activities such as incessant communication with employees during an ongoing investigation or after receiving a Response, including a Final Response, submits the electronic Form multiple times, or demonstrates hostility towards employees, the Company retains the right to pursue any action specified in the Client Agreement such as without limitation consider this as an Event of Default that may encompass blockage of Client's accounts or termination of the Client Agreement. These measures are deemed necessary to uphold a respectful and conducive environment for all parties concerned.

4.11 We reserve the right to dismiss a query or complaint which does not comply with the present Policy and/or the Client did not comply with the provisions of the Client Agreement and/or the matter is not expressed accurately and/or it comprises obscene/rude words and/or includes offensive language, swear words, affective appraisal of the disputable matter and/or insults or threatens Exness or its representatives.

4.12 If the Client remains dissatisfied with the Final Response received by the Company, they may be entitled to submit the matter in question to:

(a) an independent dispute resolution organization of which the Company is a member, if any.

(b) the Financial Services authority (FSA) in Seychelles. Please note that the FSA may not attend to any complaint, unless it is satisfied that the matter has been brought to the Company's attention first and that the complaint is neither frivolous, vexatious, nor anonymous. Please visit the FSA's website for further information.

4.13 It is understood that the Client's right to take any other action, including legal proceedings, remains unaffected by the existence or use of any procedures referred to above.

4.14 This Policy should be read in conjunction with the Client Agreement, the General Business Terms and the Privacy Agreement as these can be found on our website.

4.15 The complaints handling procedures ensure that confidentiality throughout the dispute resolution process is maintained at all times. We understand the sensitive nature of complaints and are committed to protecting the privacy of all parties involved. All information and communication related to complaints will be handled discreetly and securely, ensuring that personal details and specific circumstances remain confidential.

4.16 Conflicts of interest in the complaints handling process are identified and managed to ensure fairness and impartiality. Individuals or departments involved in resolving a complaint act independently and without bias, avoiding any personal, financial, or professional interests that could influence their judgment. When a conflict arises, the complaint is reassigned to an impartial party or escalated as necessary to maintain the integrity of the process.

## 5. Terms and Definitions

*“Complaint”* A complaint means the expression of dissatisfaction by the Client in respect of the products or services provided by the Company, or the conduct of the Company in the provisioning of products or services, and where a response or resolution is expected by the Client, and the term “complainant” shall be construed accordingly.

*“Frivolous complaint”* means a complaint which has no serious purpose or value, where investigating the matter would be considered out of proportion compared to the seriousness of the issues complained about.

*“Vexatious complaint”* means a complaint from which it is apparent that the complainant is pursuing the matter without merit and with the intention of causing inconvenience, harassment or expenditure to the Company.

*“Grossly complicated complaints”* refer to complaints that involve highly complex issues, multiple parties, extensive documentation, or require significant time and resources to investigate and resolve due to their intricate nature.