

RESOLUTION OF COMPLAINTS AND DISPUTES POLICY

1. INTRODUCTORY FRAMEWORK

1.1 Purpose and Policy Scope

This Resolution of Complaints and Disputes Policy (*the "Policy"*) establishes the formal structure governing the submission, handling, assessment, and resolution of any complaints, concerns, or disputes raised by Clients in connection with the Company's services, platforms, or operations.

This Policy is designed to ensure that all Client concerns are addressed in a structured, transparent, and efficient manner, consistent with the Company's internal standards, regulatory obligations, and commitment to fair and responsible conduct.

1.2 Legal Effect and Binding Nature

This Policy forms part of the contractual framework between the Client and the Company and shall be read in conjunction with the General Service Agreement and any related policies.

By submitting a complaint or initiating a dispute, the Client acknowledges and agrees to be bound by the procedures, requirements, and limitations set forth herein.

1.3 Scope of Application

This Policy applies exclusively to complaints arising from:

- The provision or execution of the Company's services;
- Operational or technical issues affecting account functionality;
- Alleged discrepancies in transactions, communications, or platform behavior.

Matters falling outside the Company's control or arising from Client conduct may be excluded from this process.

2. SUBMISSION AND ACCEPTANCE OF COMPLAINTS

2.1 Formal Submission Requirements

2.1.1 Method of Submission

Clients wishing to raise a complaint must submit a formal written request by sending an email to the Company's designated complaints email address, legal@nuxeros.com, from the registered email address associated with their account, unless the Company has expressly approved an alternative method of communication.

2.1.2 Required Information

Each submission must include, at a minimum:

- The Client's full legal name;
- Account identification or reference number;
- Registered contact details;
- A clear, detailed description of the issue;
- Any relevant dates, transactions, or supporting evidence.

Incomplete submissions may delay or invalidate the review process.

2.1.3 Supporting Documentation

The Company may request additional documentation where necessary to facilitate proper evaluation, including but not limited to transaction records, financial statements, or identity verification documents.

Failure to provide requested documentation within a reasonable timeframe may result in suspension or closure of the complaint review.

2.1.4 Financial Transaction Verification

Where a complaint involves financial transactions, the Client may be required to provide official records from relevant financial institutions.

The Company reserves the right to defer investigation until such documentation has been satisfactorily provided.

2.1.5 Acknowledgment of Receipt

Upon receipt of a valid complaint submission, the Company shall issue an acknowledgment confirming that the matter has been received and is under preliminary review.

3. REVIEW, INVESTIGATION, AND RESOLUTION PROCESS

3.1 Internal Assessment Procedures

3.1.1 Investigation Framework

All complaints shall be subject to an internal review process conducted in accordance with the Company's established procedures, which may include technical analysis, communication review, and transaction verification.

3.1.2 Eligibility of Complaints

Only complaints that arise from:

- The Company's contractual obligations;
- Documented system errors or communication failures;

shall be considered under this Policy.

Complaints arising from Client negligence, misunderstanding, or breach of terms may be excluded.

3.1.3 Standard Review Timeline

The Company shall endeavor to complete investigations within a reasonable timeframe, generally not exceeding thirty (30) business days.

However, more complex matters may require extended review periods.

3.1.4 Interim Updates

Where additional time is required, the Company shall provide interim updates informing the Client of the status of the investigation and the anticipated timeframe for completion.

3.1.5 Final Determination

Upon conclusion of the review, the Company shall issue a formal response outlining its findings and decision.

Such determination shall be considered final and binding, subject to applicable law.

3.1.6 Resolution Measures

Where appropriate, the Company may implement corrective actions, adjustments, or remedial measures at its sole discretion, based on the findings of the investigation.

4. REPORTING OBLIGATIONS AND CLIENT CONDUCT

4.1 Timely Reporting Requirements

4.1.1 Obligation to Report Discrepancies

The Client is required to promptly notify the Company of any discrepancies, including but not limited to:

- Execution errors;
- Unauthorized account activity;
- Incorrect trade entries or closures;
- System irregularities.

4.1.2 Waiver Due to Delay

Failure to report such issues within a reasonable timeframe may result in the Client being deemed to have accepted the transaction or outcome, thereby waiving the right to dispute.

4.1.3 Duty of Cooperation

The Client shall fully cooperate with the Company throughout the investigation process, including providing requested information and responding to communications in a timely manner.

4.1.4 Conduct During Investigation

The Client agrees to refrain from:

- Public dissemination of unresolved claims;
- Defamatory statements;
- Harassment, coercion, or threats directed toward the Company or its personnel.

Violation of this clause may result in account suspension or legal action.

4.1.5 Confidentiality of Proceedings

All complaints and investigations shall be treated as confidential. The Client agrees not to disclose details of the process until a final determination has been issued.

5. ESCALATION AND MANAGEMENT REVIEW

5.1 Escalation Mechanism

5.1.1 Internal Escalation

In cases involving complex, sensitive, or high-value disputes, the Company may escalate the matter to senior management for further review.

5.1.2 Discretionary Review Authority

Escalation shall be conducted at the Company's discretion and does not guarantee a revision of the initial findings.

5.1.3 External Resolution Limitations

Unless otherwise required by applicable law, the Company is not obligated to submit disputes to external arbitration, mediation, or third-party adjudication.

6. FINALITY OF CLAIMS AND DECISIONS

6.1 Submission and Confidential Handling of Claims

6.1.1 Authorized Communication Channel

All claims must be submitted using the Client's registered communication details.

Submissions from unverified sources may be rejected.

6.1.2 Confidentiality Obligation

All claims and related communications must remain confidential throughout the resolution process.

Unauthorized disclosure may result in liability for damages.

6.1.3 Finality of Decisions

All determinations made by the Company following investigation shall be final, conclusive, and binding on the Client.

6.1.4 No Further Appeal

Unless required by law, decisions rendered under this Policy shall not be subject to further internal appeal or reconsideration.

7. GENERAL CONDITIONS AND POLICY ADMINISTRATION

7.1 Client Participation and Responsibility

7.1.1 Ongoing Cooperation Requirement

By initiating a complaint, the Client agrees to remain accessible, responsive, and cooperative throughout the duration of the process.

7.1.2 Policy Amendments

The Company reserves the right to amend, update, or modify this Policy at its discretion.

Such amendments shall take effect upon publication or official communication.

7.1.3 Continued Use as Acceptance

Continued use of the Company's services following any amendments constitutes acceptance of the revised Policy.

7.1.4 Record Retention

The Company reserves the right to retain all records related to complaints, investigations, and resolutions for regulatory, legal, and operational purposes.

7.1.5 Limitation of Liability in Dispute Handling

The Company shall not be liable for any indirect, incidental, or consequential damages arising from the handling or resolution of complaints, except where required by applicable law.