



**Fundiza**

**Complaints &  
Dispute Resolution  
Policy**



# 1. Complaints Policy

The Company has established internal complaints procedure and policy to ensure that complaints are managed efficiently by the relevant department. For the Company to investigate and resolve an issue immediately, the Client must provide his/her full name, contact information, address, account number, and description of the complaint.

All complaints should be submitted in writing and must be sent to the Company's official email address [services@fundiza.com](mailto:services@fundiza.com).

The Client agrees that he/she is obliged to avert from making public statements in any form relating to his/her complaint within the period of 30 business days of evaluating the issue. In case that the Client violates this obligation, he/she will be liable for paying reputational damages of 100.00 USD per day to the Company, starting from the day of such violation. The cumulative maximum of costs may reach up to 10,000.00 USD.

For more information about the submission of complaints and dispute, refer to **13.3. Dispute Procedures** in the Company's Terms and Conditions.

# 2. Dispute Policy

The Company aims to provide its services through the most effective and efficient ways, and with the most prominent standard of service. The purpose of this policy is to ensure that the Client's concern is managed promptly, fairly, and consistently.

In the event that the Client files for a dispute, he/she must provide the necessary and complete information about the nature of the claim. This includes, without limitation, the Client's account details, date and time of the occurrence, description of the dispute, and other details that the Company requires for the circumstance.

The Client acknowledges that the dispute may only be considered valid if the situation is resulting from or is in connection with the Terms and Conditions of the Agreement. The Client agrees that disputes will not be attended if it is due to the Client's negligence or violation of the Company's Terms and Conditions. The Company reserves the right to reject disputes that are a result of misunderstandings or miscommunication.

If the dispute is regarding any financial transaction, the Client must provide his/her most recent bank statement of the involved account.

If the claim is considered invalid, the Company will not consider it as eligible for the proceedings to resolve such concern or issue.

If the Client believes a discrepancy has occurred in relation to the trades of the Client, he/she must contact the Company immediately. Such discrepancies may include, inter alia:

- If the placed order was not displayed
- If the order or its specification was changed
- If the position intended to be ongoing was closed
- If the position intended to be closed is ongoing or is still displayed
- If additional positions or orders appear, or an unknown trade is displayed

If the Client does not comply with the proper procedures, the Client thereby waives his/her rights to mitigate losses. The Client bears full responsibility upon noncompliance with the corresponding procedures, regardless of the impact of his/her profit or loss on the net result.

The Company will verify the dispute within 30 business days if the dispute is sufficiently documented. In line with the verification of the dispute, the Client agrees that the guidelines for complaints shall also apply when filing disputes.

The Client and the Company shall undertake every effort to resolve disputes in good faith and on a constructive basis. The Client acknowledges that threats and blackmails against the Company are prohibited. Such actions against the Company constitute a legitimate ground for the termination of any business relationship between the parties, including ongoing negotiations.

Without prejudice to the Company's rights under the Terms and Conditions, if the parties are in dispute regarding a trade warrant, the Company can accept recommendations and actions considered reasonable to limit the maximum amount involved in the dispute. However, the Company is not accountable, and has no obligations to the Client, for any fluctuations and risks on the Client's trading account.



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