# **PROFITIX**

# Disputes & Complaints Policy

# **DISPUTES & COMPLAINTS**

### 1. INTRODUCTION

- **1.1.** The Dispute & Complaint terms and procedures are established by the Company to attend issues and concerns correctly and appropriately. The Client acknowledges that he/she must comply with the terms set herein if he/she intends to file a dispute or complaint.
- **1.2.** The Client must provide all the necessary information upon submission of dispute or complaint, including his/her full name, account number, email, and brief description of his/her issue and its significant details in writing. The Company may collect more information from the Client if it deems necessary to attend the dispute or complaint accordingly. If the dispute or complaint is in connection with any financial transaction, the Client may be required to provide his/her most recent bank statement of the account used to deposit with the Company.

## 2. COMPLIANCE

- **2.2.** All received disputes and complaints will be subject to the approval of the Company and such matter will be assessed, evaluated or resolved. The Company may only consider the matter valid if such matter occurred in relation to the Terms and Conditions and if such matter arose from miscommunication of either party and not out of the Client's negligence or violation of the Terms and Conditions.
- **2.3.** All received disputes and complaints shall be verified, assessed and evaluated within seven (7) business days. The Company may provide the resolution or final settlement of the dispute or complaint via email.
- **2.4.** If there are any discrepancy that arises in relation to the trading account of the Client, he/she must immediately contact the Company of such discrepancy. The Company may accept the dispute or complaint if any of the possible discrepancies occur:
- 2.4.1. If the executed order was not displayed in the platform or trading account;
- 2.4.2. If the executed order was modified;
- 2.4.3. If there is an unknown or unprompted trade in the account;
- 2.4.4. If there is an ongoing trade that was supposed to be closed; and/or
- **2.4.5.** If there is a closed trade that should still be ongoing.

If any of the foregoing occurs and the Client fails to address it immediately, he/she will be liable for any damage and/or loss that may occur.

- **2.5.** While disputes and complaints will be evaluated constructively by the Company, the Client acknowledges that the resolution of any dispute and complaint will require efforts from both parties. While the Company is not obligated to advise the Client during such matter, the Client acknowledges that he/she must not publish or disclose any form of statement regarding his/her dispute or complaint before such matter has been assessed by the Company. The Client agrees that he/she will not threat or blackmail the Company and/or any of its workforce in any way regardless of the matter that arises. Any supposed threat or blackmail to the Company will lead to legal actions and/or restriction, cancelation or termination of access or service.
- **2.6.** For any dispute in relation to the trade warrant, the Company may, without the obligation, accept suggestions and actions that are considered valid to reduce the maximum amount included in the dispute.