

# **Complaints Handling Policy**

## COMPLAINTS HANDLING POLICY

### 1. Scope

**1.1** EXNESS ZA (PTY) LTD (the “**Company**”) is an authorized Financial Services Provider (“**FSP**”), as such, the Company is required to establish, implement, and maintain an effective and transparent complaint handling policy and procedure for the prompt handling of Clients’ complaints in accordance with the Financial Advisory and Intermediary Services Act (“**FAIS**”).

**1.2** In this respect, the Company has established this Complaints Handling Policy (the “**Policy**”) that sets out the process adopted by the Company for the fair and prompt handling of queries, complaints and disputes received from the Clients, as well as a robust framework comprising of, procedures, processes, controls and monitoring processes, to ensure the prompt handling of Clients’ complaints. This Policy describes, *amongst others*, the process that Clients will need to follow in order to submit a query and/or complaint to the Company.

**1.3** Exness ZA (Pty) Ltd acts as an intermediary for Exness (SC) Ltd (the “Product Supplier”), which is a Securities Dealer Authorised and Regulated by the Seychelles Financial Services Authority (FSA) with license number SD025. References to “Clients” mean individuals or legal entities having a direct agreement with the Product Supplier and who have been introduced by the FSP and/or are provided intermediary services by the FSP.

### 2. Queries

**2.1** If you have any query regarding your account, or you are dissatisfied with our Services, in the first instance you should contact the Customer Support Department (hereinafter referred to as the “Customer Support Department”) via email at [support@exness.com](mailto:support@exness.com), live chat, telephone or any other official method of communication made available, as the vast majority of queries and issues can be dealt with at this level.

**2.2** The Customer Support Department will try to resolve your query immediately. If your query cannot be resolved immediately, the Customer Support Department shall remain committed to addressing and resolving it in a prompt manner (*usually within 3 business days*). If additional time is required, they will issue a holding response in writing and they will indicate when they will make further contact to inform you of the investigation process and outcome.

**2.3** If you are not satisfied with the final response received by the Customer Support Department, then you may raise this further following the procedure described below.

### 3. Complaints

**3.1** In terms of the FAIS Act, a complaint means a specific complaint relating to a financial service rendered by the FSP or a representative of the FSP, to the complainant, and in which complaint it is alleged that the FSP or representative;

- Has contravened or failed to comply with a provision of the FAIS Act and that as a result thereof the complainant has suffered or is likely to suffer financial prejudice or damage; or
- Has willfully or negligently rendered a financial service to the complainant which has caused prejudice or damage to the complainant which has caused prejudice or damage to the complainant, or which is likely to result in such prejudice or damage; or
- Has treated the complainant unfairly.

In instances where the complaint relates to any matter that is not within the Company's control and business operations, such as trading, payments and similar, you are encouraged to raise a formal complaint to the Product Supplier following the procedure found on its website [here](#).

**3.2** Further to the above, any client who is not satisfied with the final response received by the Customer Support Department and would like to raise a query further for any matter pertaining to the intermediary services offered by the FSP and/or would like to raise a matter directly to the FSPs Compliance Department, he/she may complete and submit the Complaint Form attached herein and submit it electronically to [leonardo@oraclecompliance.com](mailto:leonardo@oraclecompliance.com) (the "Form"). Clients may submit the form free of charge.

**3.3** 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 you to submit a new Form if we consider that you have falsely and/or insufficiently completed the Form.

**3.4** Upon the successful submission of the Form, and within five (5) working days we will acknowledge receipt of the Form. We will then carry out an impartial review of the matter and communicate to you the outcome of our investigation and propose remedial actions (*if applicable*) within ten (10) working days from the date of our acknowledgment.

**3.5** In the unlikely 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 one (1) month from the date of our acknowledgment,

depending on the complexity of the case and your cooperation.

**3.6** With derogation to the paragraphs above and having considered the nature of the matter at hand, we may dismiss your complaint and pass on the case to the Customer Support Department for prompt resolution irrespective of whether the matter has already been communicated to the Customer Support Department or not. Similarly, and if appropriate, if the nature of the complaint is outside the Company's control, we will forward the matter to the Product Supplier and inform you accordingly.

**3.7** To the best of the interest of local Clients, and where possible, we may collaborate with the Product Supplier for the resolution of a Client complaint regardless if the matter at hand is not related to the FSP's intermediary services. The following provisions may apply for actions taken mutually by the FSP and the Product Supplier, as applicable.

#### **4. General provisions for Queries and Complaints**

**4.1** At any given time during the handling process of queries 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 finalise 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. 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.

**4.2** We encourage you to lodge your query and/or complaint within a reasonable time from the moment the matter occurs.

**4.3** In the event that you wish to withdraw a query or a complaint lodged, and/or in order to proceed with a reimbursement available to you, the Company may request for you to withdraw the matter in writing.

**4.4** The Company is entitled to treat a query or complaint as closed in the following circumstances, *among others*, (a) where it is determined that no further action is required by the client and/or the Company, upon the issuance of the final decision by the Company, and/or (b) where the matter has been mutually resolved, and/or (c) where the client has failed to respond promptly and adequately to the questions and requests of the Company, and/or (d) where the Company has given a substantive response and the client has failed to indicate that the response is unsatisfactory and/or substantiate the claim with relevant data, within a reasonable timeframe. The Company may notify the client upon the closure of a query or

complaint.

**4.5** We may accept complaints brought by third parties acting on behalf of a client (“Authorised Representatives”), as long as the Client authorised in writing the third party and provides this authorisation as evidence to the Company via his/her registered email.

**4.6** The present Policy, including the procedures and timeframes included herewith, may not be applied in circumstances where a Client is represented by a third party and/or has taken legal action and/or has escalated the matter to the court and/or any dispute resolution service or similar.

**4.7** 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 entered into with the Product Supplier 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.

**4.8** This Policy should be read in conjunction with the Client Agreement entered into with the Product Supplier and the FSP’s Privacy Policy and other documents made available on its website at [www.exness.co.za](http://www.exness.co.za).

**4.9** If you are not satisfied with the outcome, we will regard the complaint as being unsatisfactorily resolved. In such a case, you may approach the office of the Ombud for Financial Services Providers or take such other steps as may be advised by your legal representatives. The Ombud acts as an adjudicator in disputes between clients and financial services providers. The referral to the office of the Ombud must be done in accordance with the provisions of section 21 of the Financial Advisory and Intermediary Services Act 2002 and the rules promulgated in terms of that section. In instances where we have not been able to arrive at a resolution within six (6) weeks after you have submitted your complaint, the matter may be directly referred to the Ombud. The Ombud acts independently and objectively and has jurisdiction in respect of complaints relating to advice or intermediary services, which has arisen after 15 November 2002.

**4.10** You must, if you wish to refer a matter to the Ombud, do so within six (6) months from the date of the notice in which we inform you that we are unable to resolve the complaint to your satisfaction. The Ombud will not adjudicate in matters exceeding a value of R800 000.

**4.11** The Ombud may be contacted at their offices in Pretoria at the following address:

125 Dallas Avenue Menlyn Central,  
Waterkloof Glen, Pretoria 0010

Tel: 012 762 5000

Sharecall: 086 066 3247

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

Website: [www.faisombud.co.za](http://www.faisombud.co.za)

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## Complaint Form

Please fill in the Complaint Form and submit it electronically to [leonardo@oraclecompliance.com](mailto:leonardo@oraclecompliance.com).  
The Form must be filled out truthfully, completely and accurately.

We reserve the right to dismiss a Form which is not completed accurately and/or it comprises obscene/rude words and/or insults or threatens Exness or its representatives.

If your complaint relates to *Trading (i.e. Execution of orders, trading platforms, etc.)* or *Payments (i.e. Deposits, Withdrawals)* we encourage you to raise the matter to the Product Supplier by following their process found [here](#).

*Fields marked with an asterisk (\*) are mandatory*

### A. Client and General Information:

First Name*
Last Name*
Date of Birth*
Nationality*
Address*
Country of Residence*
Account Number*
Did you communicate your complaint with the Customer Support Department? <i>If not, we encourage you to first contact the Customer Support Department.</i>

If you answer Yes to the above question, and the matter relates to FSP intermediary services, please specify the case number, if any, date(s), name of the representative(s), outcome and reasons your query/claim remains unresolved, as applicable.



Exness ZA (Pty) Ltd acts solely as a direct marketer/intermediary in terms of the FAIS Act, rendering only an intermediary service (no market making) in relation to derivative products (CFDs) offered by Exness (SC) Limited.

**B. Complaint:**

Date(s) of the incident(s)
Dispute amount (please specify the currency), <i>if applicable</i>
Description of the facts and the reasons for your Complaint, and how this affected you. Please write clearly and legibly.
How do you feel this dispute could be settled?
Please attach any supporting documentation/evidence that may help us in the investigation and resolution of the matter.