

Complaints and Dispute Management Policy

INTRODUCTION

The **Complaints and Dispute Management Policy** (the “Policy”) establishes the framework governing the submission, assessment, investigation, management, resolution, and monitoring of complaints, concerns, disputes, and grievances relating to the Company’s Services and business activities.

The Policy is intended to provide a structured and transparent process through which concerns raised by Account Holders and other eligible persons may be reviewed and addressed in a fair, consistent, and professional manner.

The Company seeks to assess complaints objectively based on the information available, relevant account and transaction records, applicable contractual provisions, operational circumstances, and relevant legal or regulatory requirements.

This Policy shall be read together with the Company’s Terms of Use and Governance, Ethical Conduct and Conflict Management Policy, Refund Processing Policy, AML Due Diligence Policy, Trading Order Management Policy, Data Governance Policy, and any other applicable agreements, policies, disclosures, or notices.

Submission of a complaint does not automatically invalidate a transaction, suspend contractual obligations, establish liability, or create an entitlement to compensation, reimbursement, or any other remedy.

CHAPTER I: COMPLAINTS FRAMEWORK AND GENERAL PRINCIPLES

SECTION I.I: PURPOSE AND APPLICATION

This Policy applies to Account Holders, Authorized Persons, and other persons who are entitled to submit a complaint concerning the Company's Services, products, operations, communications, transactions, or business activities.

The Company may determine whether a matter falls within the scope of this Policy and may refer or redirect matters to another applicable policy, procedure, department, or dispute-resolution mechanism where appropriate.

Nothing in this Policy restricts the Company from investigating matters involving suspected fraud, misconduct, abuse, regulatory concerns, security issues, or breaches of contractual obligations.

SECTION I.II: FAIR AND IMPARTIAL COMPLAINT HANDLING

The Company is committed to handling complaints in a fair, impartial, timely, and professional manner.

Complaints shall be assessed based on the circumstances of the matter, information and evidence available to the Company, applicable contractual arrangements, operational records, and relevant legal or regulatory requirements.

Where appropriate, the Company may implement corrective, remedial, operational, administrative, or other measures following completion of its review.



The Company may determine the appropriate scope, methodology, and duration of a complaint review based on the nature and complexity of the matter.

SECTION I.III: ACCOUNT HOLDER ACKNOWLEDGEMENT

By submitting a complaint, the Account Holder acknowledges that the Company may request additional information, documentation, explanations, confirmations, or other evidence necessary to assess the matter.

The Account Holder further acknowledges that the time required to review a complaint may vary depending on its complexity, the availability of information, involvement of third parties, regulatory considerations, and other relevant circumstances.

Submission of a complaint shall not automatically suspend the administration of an account, transaction, Service, or contractual obligation unless otherwise determined by the Company or required by Applicable Law.

CHAPTER II: COMPLAINT SUBMISSION AND ACCOUNT HOLDER RESPONSIBILITIES

SECTION II.I: SUBMISSION OF COMPLAINTS

Complaints, concerns, disputes, and grievances shall be submitted through the Company's designated complaints channel.

The designated legal complaints email address is:

Email: legal@boursium.com



Complaints should be submitted as soon as reasonably practicable after the event or circumstances giving rise to the complaint.

The Company may decline, restrict, or close a complaint where it is submitted after an unreasonable period and the delay materially affects the Company's ability to investigate or determine the matter.

The Company may continue to administer the Account Holder's account, Services, transactions, and contractual obligations while a complaint is being reviewed unless otherwise determined.

SECTION II.II: REQUIRED INFORMATION AND SUPPORTING DOCUMENTATION

An Account Holder submitting a complaint shall provide sufficient information to enable the Company to identify the relevant account and properly assess the matter.

The Company may require information including:

- full legal name;
- account number or account identifier;
- registered email address;
- description of the complaint;
- relevant dates and events; and
- supporting documentation or evidence.
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The Company may request additional transaction records, correspondence, account statements, payment confirmations, screenshots, declarations, explanations, or other materials reasonably necessary to complete its review.



Failure to provide requested information within a reasonable period may result in delays, suspension of the review, or closure of the complaint.

SECTION II.III: REPORTING ACCOUNT DISCREPANCIES AND IRREGULARITIES

The Account Holder shall promptly notify the Company of suspected account discrepancies, unauthorized activity, transaction errors, execution concerns, account access issues, or other operational irregularities.

Such matters may include:

- unauthorized transactions;
- missing transactions;
- incorrect trade executions;
- inaccurate account balances;
- unauthorized account access; or
- other transactional or operational discrepancies.
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The Company may investigate reported discrepancies and request supporting information or documentation.

Failure to report a discrepancy within a reasonable period after becoming aware of it may affect the Company's ability to investigate the matter and may be considered when assessing the complaint.



SECTION II.IV: ACCOUNT HOLDER COOPERATION

The Account Holder shall cooperate fully with reasonable requests made by the Company during the assessment, investigation, and resolution of a complaint.

Such cooperation may include providing documents, explanations, declarations, confirmations, interviews, transaction information, or other materials reasonably required for the review.

All information provided during the complaint process shall be accurate, complete, truthful, and not misleading.

The Company may suspend, close, or discontinue its review where the Account Holder fails to cooperate with reasonable requests or provides materially misleading or false information.

SECTION II.V: PROFESSIONAL CONDUCT AND COMMUNICATIONS

The Account Holder shall communicate professionally and respectfully when corresponding with the Company concerning complaints, disputes, investigations, or related matters.

The Company does not tolerate abusive, threatening, discriminatory, harassing, defamatory, or otherwise inappropriate conduct directed toward its employees, officers, representatives, contractors, or service providers.



Where such conduct occurs, the Company may restrict communications, suspend Services, terminate the business relationship, or take other appropriate measures, without prejudice to any legal remedies available to the Company.

SECTION II.VI: CONFIDENTIALITY OF COMPLAINT PROCEEDINGS

The Company may treat complaint investigations, reviews, communications, findings, and related materials as confidential to the extent permitted by Applicable Law.

The Account Holder may be required to maintain the confidentiality of information disclosed during the complaint review process.

The Company may withhold information where disclosure could prejudice an investigation, compromise security measures, affect the rights of third parties, breach confidentiality obligations, or conflict with legal or regulatory requirements.

Nothing in this Policy prevents the Company from disclosing information where required or permitted by Applicable Law, regulatory authorities, courts, governmental agencies, or other competent bodies.

CHAPTER III: INVESTIGATION AND COMPLAINT RESOLUTION

SECTION III.I: INITIAL ASSESSMENT

Upon receipt of a complaint, the Company may conduct an initial assessment to determine whether the matter falls within the scope of this Policy and whether sufficient information has been provided to commence a review.



The Company may request additional information, supporting documentation, clarification, or explanations where reasonably necessary.

Complaints may be reviewed by appropriate departments, personnel, management representatives, compliance personnel, or other Authorized Persons designated by the Company.

The Company may determine the appropriate review methodology, scope, and duration according to the nature, complexity, and circumstances of the complaint.

SECTION III.II: INVESTIGATION PROCEDURES

Where appropriate, the Company may conduct an investigation into the facts and circumstances underlying a complaint.

An investigation may include a review of account records, transaction history, communications, trading activity, payment records, system logs, internal reports, operational records, or other relevant information.

The Company may consult internal departments, external service providers, professional advisers, auditors, legal counsel, or other qualified parties where reasonably necessary to facilitate the investigation.

The existence of an investigation shall not constitute an admission that the complaint is valid, that an error occurred, or that any person acted improperly.

SECTION III.III: INTERIM COMMUNICATIONS



The Company may provide acknowledgement of receipt, status updates, interim responses, requests for information, or other communications during the review process.

Where additional time is required, the Company may inform the Account Holder that the review remains ongoing.

The estimated duration of a review may vary depending on the complexity of the complaint, availability of information, involvement of third parties, compliance requirements, regulatory considerations, technical assessments, or other relevant circumstances.

The Company shall not be responsible for reasonable delays arising from investigations, compliance reviews, technical assessments, third-party involvement, or circumstances beyond its reasonable control.

SECTION III.IV: REVIEW OUTCOME AND CORRECTIVE ACTION

Following completion of the review, the Company may determine that:

- the complaint is upheld in whole or in part;
- the complaint is not upheld; or
- additional action or investigation is required before a final determination can be reached.
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Where a complaint is upheld, the Company may implement corrective, remedial, operational, administrative, or other measures considered appropriate.

Corrective measures may include account adjustments, procedural corrections, operational improvements, clarifications, or other actions appropriate to the circumstances.



The Company shall communicate its final determination through its designated communication channels.

SECTION III.V: TRADE-RELATED COMPLAINTS

Complaints concerning trade execution, pricing, spreads, slippage, order handling, market volatility, liquidity, margin requirements, or other trading matters shall be assessed using the Company's applicable trading policies, procedures, and records.

The Company may review execution logs, transaction records, market data, pricing information, system records, order history, and other relevant evidence when assessing trade-related complaints.

The Account Holder acknowledges that trading involves inherent market risks and that an unfavorable trading outcome does not, by itself, establish that an error, breach, or other actionable event occurred.

The Company may reject a trade-related complaint where its review determines that the relevant transaction was executed in accordance with applicable procedures, market conditions, system functionality, and the Account Holder's instructions.

SECTION III.VI: FINAL DETERMINATIONS

Following completion of the applicable review, the Company shall issue its final determination regarding the complaint.



The determination shall be based on the information available, applicable contractual provisions, operational records, relevant legal or regulatory requirements, and the circumstances of the matter.

The Company may close a complaint where it reasonably determines that the relevant issues have been adequately reviewed and addressed.

Nothing in this Policy shall prevent an Account Holder from exercising any rights or remedies available under Applicable Law or pursuing remedies before competent authorities where legally permitted.

CHAPTER IV: ESCALATION, EXTERNAL REMEDIES AND GOVERNANCE

SECTION IV.I: INTERNAL ESCALATION

Where a complaint cannot be resolved through the ordinary review process, the Company may escalate the matter to senior management, Compliance personnel, designated decision-makers, or other Authorized Persons for further assessment.

Escalation may involve additional investigation, independent review, consultation with relevant departments, enhanced oversight, or other procedures considered appropriate.

The Company shall determine the appropriate escalation process based on the complexity, materiality, and circumstances of the complaint.

Escalation does not guarantee a different outcome and remains subject to the Company's review procedures and Applicable Law.



SECTION IV.II: REGULATORY REFERRALS AND EXTERNAL REMEDIES

Where permitted by Applicable Law, an Account Holder may refer an unresolved complaint to an applicable regulatory authority, financial ombudsman, dispute-resolution body, or other competent authority after completing the Company's internal complaint process, where such prior exhaustion is required.

Nothing in this Policy prevents the Company from cooperating with regulators, supervisory authorities, governmental agencies, courts, law enforcement authorities, or other competent bodies.

The Company may provide information, documentation, communications, records, or other materials to such authorities where required by Applicable Law, regulatory obligations, legal proceedings, or compliance requirements.

SECTION IV.III: COMPLAINT RECORDS AND REGISTER

The Company may maintain records relating to complaints, investigations, correspondence, supporting documentation, findings, corrective measures, resolutions, and related matters.

Records may be maintained in physical, electronic, digital, or other appropriate formats.

Complaint records may be used for audit purposes, compliance monitoring, regulatory reporting, legal proceedings, dispute resolution, operational management, quality assurance, and risk-management activities.

Records shall be retained for periods required by Applicable Law, regulatory obligations, internal policies, or legitimate business requirements.



SECTION IV.IV: COMPLAINT MONITORING AND CONTINUOUS IMPROVEMENT

The Company may periodically assess complaint trends, recurring issues, operational weaknesses, service deficiencies, and other matters identified through its complaint management processes.

The Company may implement corrective actions, procedural improvements, training initiatives, system enhancements, policy updates, or other measures intended to improve operational effectiveness and service quality.

Complaint information may be analyzed for governance, compliance, risk management, quality assurance, and business improvement purposes.

The Company shall not be required to disclose internal assessment methodologies, monitoring procedures, or improvement measures arising from such reviews.

SECTION IV.V: ACCOUNT HOLDER FEEDBACK

The Company may invite Account Holders to provide feedback concerning complaint procedures, communication practices, service standards, and the overall complaint experience.

Feedback may be considered as part of the Company's continuing efforts to improve transparency, operational efficiency, and service quality.

Submission of feedback shall not require the Company to implement any particular recommendation or proposed change.

SECTION IV.VI: POLICY AMENDMENTS AND UPDATES



The Company may amend, revise, supplement, replace, or otherwise update this Policy where it considers such action necessary or appropriate for legal, regulatory, operational, technological, compliance, risk-management, or business purposes.

An amended version may become effective upon publication through the Company's designated communication channels unless otherwise specified.

The Account Holder remains responsible for periodically reviewing the Policy and remaining informed of applicable amendments.

SECTION IV.VII: CONTACT AND COMPLAINTS CHANNEL

Questions, complaints, concerns, disputes, or other communications relating to this Policy shall be submitted through the Company's designated official communication channels.

For formal complaints and disputes, the Account Holder shall use the following legal complaints email address:

Legal Email: legal@boursium.com

The Company may update or replace its designated contact details from time to time. Any revised contact information shall become effective upon publication through the Company's official communication channels.

SECTION IV.VIII: RELATIONSHIP WITH OTHER GOVERNING DOCUMENTS

This Policy shall be read and interpreted together with the Company's Terms of Use and Governance, Ethical Conduct and Conflict Management Policy, Refund Processing Policy, AML Due Diligence Policy, Trading Order Management Policy,



Data Governance Policy, and any other applicable policies, agreements, disclosures, or notices.

Nothing in this Policy shall limit the Company's rights or obligations arising under Applicable Law, regulatory requirements, contractual arrangements, or other governing documents.

Where any provision of this Policy conflicts with a mandatory legal or regulatory requirement, the applicable legal or regulatory requirement shall prevail to the extent of the conflict.

SECTION IV.IX: NON-WAIVER

A failure, delay, or omission by the Company in exercising any right, remedy, power, or authority under this Policy shall not constitute a waiver of that right, remedy, power, or authority.

Any waiver shall be effective only where expressly granted by the Company in writing.

The rights and remedies available under this Policy are cumulative and shall not restrict any other rights or remedies available to the Company under Applicable Law, contractual arrangements, or other applicable policies.