

**Reliantco**

Investments Ltd

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## **UFX COMPLAINTS POLICY**

**RELIANTCO INVESTMENTS LTD**

April 2020

## UFX COMPLAINTS POLICY

**1** Inquiries may be addressed to us in 2 ways: through the **Contact Us Section** on our website or by sending an email as described in Section 2 below. On the ‘Contact Us’ section, there is a scroll-down menu named the ‘Reason you are contacting Us’ and the client can select “complaint” from the selection list. Inquiries are handled in the order that they are received by the Customer Support department within 72 hours. If you receive a response from Customer Support, but believe your case is unresolved, you may contact the Compliance department which is an independent department within our Company to submit your complaint. We have formal procedures for handling complaints fairly and promptly, aiming to solve any complaint in a reasonable and objective manner.

**2** Any complaint must be submitted within 5 days of the incident either through the ‘Contact Us’ section or by email to [complaints.cy@UFX.com](mailto:complaints.cy@UFX.com) and must include:

- a) full name of the Client,
- b) client’s username,
- c) email and telephone number,
- d) clear description of the complaint including deal ID’s, and
- e) supporting evidence to the complaint in question (i.e. screenshots)

**3** For verification purposes, all complaints must be sent from the same Client’s email address on file. If the complaint is received later than 5 days after the event occurred, then it will be in the Company’s discretion to accept the complaint or not.

**4** All complaints must be made in English in a legible and comprehensive manner containing the information stipulated in Section 2. Complaints that do not contain this information and/or contain abusive language will not be processed.

**5** We attempt to resolve any complaints within 5 business days. If your complaint requires further investigation and we cannot resolve it within 5 working days, we will issue our holding response within 4 weeks of receiving the complaint. When a holding response is sent, it will indicate when we will make further contact (generally within 8 weeks of receipt of the complaint).

**6** In case the Client requests any additional data and/or information with regards to his/her complaint, the Company shall release such information if and when available and no later than 90 days after the Client’s request. The Client shall complete a form provided by the Company for such requests. If the form is not correctly completed, the Company will not be able to provide any additional data and/or information.

**7** Any conflicts regarding pricing will be solved by checking the actual prices in the market at the specific time at which the error occurred. Investors should review their account statement and are responsible for reporting any mistakes found on the account within 48 hours after the issue of the statement.

**8** Without detracting from the provisions of Section 2 above, it is expressly stipulated that no complaints will be investigated with respect to:

a) a transaction or a pending order or any modification to the foregoing not accepted, rejected, deleted or reverted in accordance with the provisions of this Customer Agreement,

b) any trading or account management issue arising due to error in communications either on the side of the Client or the Company or both,

c) any issues due to unavailability of the trading facilities for maintenance and/or other technical works conducted in accordance with this Customer Agreement and/or error messages returned by the platform,

d) any transactions made with funds generated by the Client as profit from transactions that were subsequently cancelled by the Company,

e) any issues resulting from the failure of the Trading Platform software/hardware in case no records on the server log-file exist to prove the Client sent instructions, or

f) any differences in the prices and/or quotes provided by the Company for the respective financial instrument and any of the foregoing provided for any other financial instrument (including, without limitation, the underlying asset) and/or provided for the same and/or similar financial instrument by any other company (whether the Company's affiliate or otherwise); an erroneous price quote and/or a spike in the Company's price feed; any lost and/or unrealized profits or any non-financial losses.

g) Bans, account terminations, seizure of fund, bonuses or profits, refusal of services, refusal of orders or any other action or inaction by UFX in relation to situations falling under section 8.

**9** The Company's records of the Client's trading account, including and but not limited to the server log files, shall be the absolute and indisputable proof in respect to any complaint. In case of a discrepancy between the trading logs on the server side and trading logs on the Client's side, the log files on the server side shall take precedence. If the server log-file has not recorded the relevant information to which the Client refers, the complaint based on this reference may not be considered.

**10** The Client acknowledges that the Company may, at its sole discretion, prevent the Client from making any changes to the order(s) in question during the time the respective Complaint is under review.

**11** If a decision to address the issue referred to in the Client's complaint has been made by the Company, the Company may, at its sole and absolute discretion, choose either of the following methods:

- a) Open and/or close a transaction and/or pending order in question,
- b) Satisfy (fully or partially) Client's request as stated in the complaint, or
- c) Otherwise address the issue using methods, generally accepted in common market practice.

**12** Unless expressly set forth by an applicable law and/or regulation, the Company's decision with respect to a complaint shall be final and binding and shall not be subject to any appeal.

**13** If a situation arises which is not expressly covered by a term of this Customer Agreement, the Company and Client agree to try to resolve the matter on the basis of good faith and fairness and by taking action which is consistent with general market practice.

**14** In the case where a settlement is reached for a complaint, the Client agrees in writing to waive any rights to past or present claims against the Company and to withdraw any negative postings, announcements, filings or other publications which could have a negative effect on the Company by signing a settlement agreement. Failure of the Client to any of the provisions contained herein, or signing the settlement agreement will result in a legal filing from the Company against the Client. Bonuses pending through promotions and/or incentives will be debited if the Client fails to sign the agreed settlement agreement.

**15** We reserve the right to proceed with legal action if complaints are based on false or misleading information, evidence in support of the complaint has not been submitted in the initial claim or has been deliberately withheld or any non-disclosure of information in favour of your claim. Submitting false or misleading information is a serious offence and if, as a result of this, the Company suffers reputable damages in any form whatsoever, we shall initiate legal action filing for redress and compensation.

**16** In the unlikely event that you feel dissatisfied with our final response, you may then refer the matter to the Financial Ombudsman.

The Ombudsman is an independent organisation established to resolve disputes between financial institutions and their customers. Please note that the Ombudsman will not consider a complaint until the Company has had the opportunity to investigate and find a solution. You may refer to the Ombudsman once you receive a final response from us or 3 months after the date of your complaint has passed, whichever is sooner.

Details of the Ombudsman will be provided by the Compliance Department in their final response to your complaint. Any reference to the Ombudsman must take place within 4 months of the Compliance Department's final response.

## **Financial Ombudsman of the Republic of Cyprus**

13 Lordou Virwnos Avenue

1096, Nicosia

P.O.Box: 25735, 1311 Nicosia

Phone: 22848900

Fax: 22660584, 22660118

Email: [complaints@financialombudsman.gov.cy](mailto:complaints@financialombudsman.gov.cy)

Further information can also be found at [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy)