

COMPLAINTS POLICY

This Complaints Policy stipulate the requisites and terms and conditions applicable to the handling of complaints submitted to (hereinafter referred to as "DEX GlobalPay UAB", "Company", "we", "us", "our", as appropriate) with registered address Žalgirio g. 88-101, 09301 Vilnius, Lithuania.

If the Customer reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of the Terms and Conditions, the Customer has the right to lodge a complaint with the Company as soon as reasonably practicable after the grievance has arisen.

Capitalized terms utilized in this Policy and not defined have the meaning set forth in the the other documents that form the Agreement as defined in Section 2.7. of the Terms and Conditions, or such other applicable document between the Customer and the Company relating to his/her access to and use of the Services.

- 1. Complaints must be filed in writing by e-mail to <u>legal@dex-gp.com</u>, and include the Customer's name and enough details to indicate the alleged contravention to which the complaint relates (Details of when the conflict first arose (date and time in UTC), Order ticket) and present evidence supporting your claim. Please send your complaint from the email address used to register for the account. If you send a message from a different email address, we reserve the right not to offer you any advice if, in our opinion, doing so would result in the disclosure of confidential client information.
- 2. Complaint must not include offensive language directed either to the Company or the Company employee(s). The Company has the right to refuse a complaint if this clause have been breached.
- 3. The Company will send you a written acknowledgment (via email) of your complaint promptly following receipt.
- 4. The Company shall not be liable to the Customer if for any reason the Customer received less profit than had hoped for or incurred a loss as a result of uncompleted action which the Customer had intended to complete.
- 5. Any Complaint regarding Order execution (i) price, (ii) cost, (iii) speed, and (iv) method shall be submitted to the Company within two (2) working days from the execution of the problematic Order.
- 6. If the Customer has been notified in advance of the Trading Platform maintenance or any other technical issue related to the Trading Platform or the Account, complaints made in respect of any unexecuted Orders which are given during such period, are not accepted. The fact that the Customer has not received a notice shall not constitute a reason to lodge a complaint.
- 7. Further, no complaints are accepted if the Customer is not able to send an Order:
 - a) Because of the poor Internet connection either on the side of the Customer or the Company or both;
 - b) As a result of a Manifest Error;
 - c) As a result of the failure of the Trading Platform software/hardware either on the side of the Customer or the Company or both.
- 8. We will attempt to resolve your complaint as quickly and with as little inconvenience as possible. Unless stipulated otherwise, the Company is obliged to deal with a complaint within 30 calendar days from the date of delivery; however, usually, the Company will investigate your complaint and reply to you within fourteen (14) business days, informing you about the outcome of our investigation and providing you with our final response regarding your



complaint. If the complaint cannot be solved in 30-day time period, the Company will inform you in the same time about the reason why it is unable to solve the complaint, stating the current status of the complaint, further steps to be taken, as well as the time needed to deal with the complaint. Please note that the term for dealing with a complaint relating to certain services where the complaint handling is dependent on the decision or information from a third party, such as card associations, may usually be longer.

- 9. The Company is entitled to require the Customer to amend or correct the complaint. In such case, the term for dealing with the complaint shall be suspended until the Customer amends or corrects the complaint. We may request the Customer to provide certain additional documents, including, but not limited to, identification documents, or/and any other proof related to the issue. In case the Customer fails to provide appropriate documents or information within three (3) days upon the Company's request or in case of any doubts as to the authenticity of the provided documents, the Company shall be entitled to decline the complaint.
- 10. The cost of handling a complaint shall be borne by the Company. However, in cases where the same Customer repeatedly submits the same complaint without stating any new relevant findings or facts, or in cases of repeated, manifestly unfounded complaints, the Company may charge the cost associated with the handling of such complaints to the Customer.
- 11. The Company shall communicate its reply to the Customer in a manner chosen at its discretion, however usually in the same manner how the complaint has been delivered to the Company, unless agreed with the Customer otherwise.
- 12. The Company is entitled to amend this Complaints Policy. Amendments to the Complaints Policy become effective as of the date when announced by the Company on the Website. The procedure for the handling of complaints delivered to the Company before the effective date of such amended Complaints Policy shall be subject to the updated version of the Complaints Policy, unless the Customer informs the Company that he/she wishes to have his or her complaint dealt with in accordance with the Complaints Policy effective as at the moment of delivery of the complaint to the Company.
- 13. This policy is an integral part of the Agreement.
- 14. The Complainant, who is a consumer, is entitled to lodge a complaint on the online dispute resolution platform pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes) Consumer dispute resolution Your Europe (europa.eu).

This Complaints Policy becomes effective as of 01.09.2023.