

Client Complaints and Dispute Management Policy

CHAPTER I: GENERAL PROVISIONS

ARTICLE 1: PURPOSE AND APPLICATION

1.1 This Client Complaints and Dispute Management Policy (the “**Policy**”) establishes the procedures and standards applied by RIT Gestion (the “**Company**,” “**we**,” “**our**,” or “**us**”) for receiving, reviewing, investigating, managing, and resolving complaints, disputes, objections, operational concerns, and claims raised by Clients in connection with the Company’s Services, Trading Platforms, accounts, transactions, communications, or business activities.

1.2 This Policy forms part of the Company’s **Terms Governing Use of Services** and applies to Clients, account holders, authorized representatives, beneficial owners, prospective Clients, and other users of the Company’s Website, Trading Platforms, systems, communication channels, and Services.

1.3 The Company seeks to administer complaints in a professional, impartial, transparent, secure, and commercially reasonable manner while maintaining appropriate compliance, operational, and risk-management standards.



1.4 All complaints and disputes shall be considered in accordance with this Policy, the Company's internal procedures, applicable policies, and relevant legal and regulatory requirements.

1.5 For the purposes of this Policy, "**Legal Email**" means legal@ritgestion.com, being the Company's designated email address for formal complaints, disputes, legal notices, and other legal or compliance-related communications.

1.6 Submission of a complaint or dispute does not constitute an admission of liability, wrongdoing, or entitlement by the Company, nor does it restrict any contractual, legal, regulatory, or operational rights available to the Company.

ARTICLE 2: POLICY ADMINISTRATION

2.1 The administration and oversight of this Policy may be assigned to the Company's Compliance Department, Legal Department, Risk Management function, Client Relations Department, senior management, or another authorized body designated by the Company.

2.2 The Company may establish, revise, or implement internal procedures, investigation methods, escalation processes, compliance controls, and other safeguards reasonably required for effective complaint and dispute management.

2.3 The Company may maintain records of complaints, communications, supporting evidence, account information, transaction records, investigative findings, technical information, and related compliance documentation.

CHAPTER II: COMPLAINT SUBMISSION AND INITIAL REVIEW

ARTICLE 3: SUBMISSION REQUIREMENTS

3.1 A Client wishing to submit a formal complaint, dispute, objection, operational concern, or claim shall submit the matter in writing through the **Legal Email**.

3.2 A complaint should include, where applicable:

- (a) the Client's full legal name;
- (b) trading account number;
- (c) registered email address;
- (d) relevant transaction or order references;
- (e) applicable dates and timelines;
- (f) supporting documentation; and
- (g) a clear description of the circumstances giving rise to the complaint.

3.3 Where a complaint concerns deposits, withdrawals, payment processing, chargebacks, financial transfers, or other banking matters, the Company may request bank statements, transaction receipts, payment confirmations, financial institution correspondence, or other relevant evidence.



3.4 The Company may request additional information, declarations, account records, screenshots, identity verification, transaction confirmations, or other documentation reasonably necessary to assess the matter.

3.5 A complaint may be delayed, rejected, or closed where required information is materially incomplete, evidence is insufficient, identity verification remains outstanding, the submission is abusive or made in bad faith, or the matter falls outside the scope of this Policy.

ARTICLE 4: REGISTRATION AND PRELIMINARY ASSESSMENT

4.1 Where sufficient preliminary information is provided, the Company may register the complaint for internal review, investigation, compliance assessment, operational analysis, or supervisory consideration.

4.2 Acceptance of a complaint for review does not constitute:

- (a) acknowledgment of an error;
- (b) admission of liability;
- (c) confirmation of wrongdoing;
- (d) recognition of Client entitlement; or
- (e) acceptance of the allegations or requested remedy.

4.3 Complaints may be classified according to their operational complexity, financial impact, legal or regulatory significance, cybersecurity implications, compliance requirements, or other relevant risk factors.



4.4 Matters arising primarily from Client negligence, credential sharing, unauthorized third-party access, prohibited conduct, speculative trading losses, market volatility, or violations of the Company's Terms may be handled under separate operational, compliance, or enforcement procedures.

CHAPTER III: INVESTIGATION AND RESOLUTION

ARTICLE 5: INTERNAL REVIEW

5.1 The Company may conduct such investigations, technical assessments, account reviews, transaction analyses, compliance checks, cybersecurity examinations, or operational assessments as it reasonably considers necessary.

5.2 A review may include examination of:

- (a) trading and transaction records;
- (b) account history;
- (c) Platform activity;
- (d) communication records;
- (e) login and authentication information;
- (f) system reports and technical logs;
- (g) payment records; and
- (h) relevant compliance documentation.



5.3 The Company may consult internal departments, legal counsel, compliance personnel, financial institutions, payment providers, liquidity providers, cybersecurity specialists, auditors, external consultants, or other relevant parties where reasonably necessary.

5.4 During an investigation, the Company may temporarily restrict or suspend account access, withdrawals, transactions, Trading Platform functions, or other Services where reasonably necessary to preserve evidence, protect security, prevent fraud, comply with legal requirements, or protect operational integrity.

ARTICLE 6: REVIEW PERIOD AND COMMUNICATION

6.1 The Company may seek to complete ordinary complaint reviews within **seven (7) to thirty (30) business days**, depending on the complexity and circumstances of the matter.

6.2 Additional time may be required where a complaint involves cross-border transactions, fraud allegations, cybersecurity incidents, legal proceedings, technical failures, payment reversals, third-party investigations, or extensive transactional analysis.

6.3 Where additional time is reasonably required, the Company may provide an acknowledgment, request further information, provide an updated estimated timeframe, or issue other appropriate status communications.

6.4 Communications concerning a complaint may be sent through the Client's registered email address, Client Portal, Trading Platform, **Legal Email**, or another authorized communication channel.

CHAPTER IV: CLIENT RESPONSIBILITIES AND ESCALATION

ARTICLE 7: REPORTING AND COOPERATION

7.1 Clients should promptly report suspected unauthorized activity, execution discrepancies, account inconsistencies, transaction errors, technical failures, suspicious activity, or cybersecurity concerns after becoming aware of them.

7.2 Clients shall cooperate honestly and in good faith with complaint investigations and shall provide information, explanations, confirmations, and supporting evidence reasonably requested by the Company.

7.3 Failure to report a material discrepancy or disputed activity within a commercially reasonable period may be considered when assessing the complaint, subject to applicable law.

ARTICLE 8: CONDUCT AND ESCALATION

8.1 Clients shall not engage in harassment, intimidation, threats, coercion, abusive communications, knowingly false allegations, defamatory conduct, or interference with Company personnel or investigation procedures.

8.2 The Company may restrict Services, account access, or communications and may take appropriate legal or regulatory action where Client conduct is unlawful, abusive,

threatening, malicious, or materially inconsistent with the Company's operational standards.

8.3 Matters involving substantial financial exposure, regulatory implications, complex disputes, or heightened operational sensitivity may be escalated to senior management, legal counsel, compliance personnel, or designated dispute-resolution specialists.

8.4 Escalated matters shall be handled in a commercially reasonable, confidential, professional, and secure manner, subject to applicable law and the Company's internal procedures.

CHAPTER V: CONFIDENTIALITY AND OUTCOME

ARTICLE 9: CONFIDENTIALITY AND INFORMATION PROTECTION

9.1 Complaints, investigations, supporting evidence, communications, findings, and related information shall be handled confidentially, subject to applicable legal, regulatory, cybersecurity, compliance, and operational requirements.

9.2 Clients shall maintain the confidentiality of ongoing investigations, internal communications, dispute procedures, and non-public findings unless disclosure is required by law or a competent authority.

9.3 Unauthorized disclosure or misuse of confidential complaint-related information may result in account restrictions, termination of Services, legal action, or other measures permitted under applicable law.

ARTICLE 10: DETERMINATIONS AND REMEDIAL MEASURES

10.1 Following completion of its review, the Company may determine whether corrective, remedial, operational, or enforcement measures are appropriate based on the facts and applicable requirements.

10.2 Such measures may include:

- (a) operational corrections;
- (b) account adjustments;
- (c) transaction amendments or reversals;
- (d) restoration of Services;
- (e) withdrawal processing;
- (f) clarification or explanatory notices; or
- (g) account restrictions or other appropriate measures.

10.3 The Company may provide a written explanation or general rationale for its determination where reasonably appropriate and legally permissible.

10.4 Unless otherwise required by applicable law, the Company's determination following completion of its internal complaint process shall constitute its final internal decision on the matter.

CHAPTER VI: EXTERNAL DISPUTE RESOLUTION

ARTICLE II: ALTERNATIVE RESOLUTION

II.1 Where a matter cannot be resolved through internal procedures, the Client and the Company may mutually agree to pursue mediation, arbitration, settlement discussions, or another alternative dispute-resolution mechanism in accordance with applicable law.

II.2 Participation in any external resolution process shall not constitute a waiver of the Company's contractual, legal, regulatory, compliance, or operational rights.

II.3 Unless required by applicable law or otherwise agreed in writing, the Company shall not be obligated to participate in mediation, arbitration, or other external settlement proceedings.

II.4 The Company may appoint external legal counsel, compliance advisers, technical specialists, cybersecurity professionals, auditors, or independent experts where reasonably necessary in connection with a dispute.

CHAPTER VII: FINAL PROVISIONS

ARTICLE 12: AMENDMENTS AND CONTINUING EFFECT

12.1 The Company may amend, revise, supplement, replace, suspend, withdraw, or otherwise modify this Policy where reasonably necessary for legal, regulatory, operational, cybersecurity, governance, commercial, or risk-management purposes.



12.2 Unless otherwise stated, amendments shall become effective upon publication through the Company's Official Website, Client Portal, Trading Platform, or another authorized communication channel.

12.3 Continued access to or use of the Company's Services following publication of amendments shall constitute acknowledgment and acceptance of the revised Policy.

ARTICLE 13: LEGAL EFFECT AND SEVERABILITY

13.1 This Policy forms a binding supplementary part of the Company's **Terms Governing Use of Services** and shall be interpreted consistently with applicable law and regulatory requirements.

13.2 Nothing in this Policy requires the Company to act contrary to applicable law, regulatory requirements, court orders, sanctions, or directions issued by a competent authority.

13.3 If any provision of this Policy is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by applicable law.

13.4 Provisions relating to confidentiality, investigations, records, legal rights, enforcement, and dispute resolution shall remain effective to the extent their nature requires continuation following termination of the Client's relationship with the Company.



RIT Gestion