

# Regulations of making a complaint and a complaint review

Version: October 2014

## 1. General Provisions

**1.1.** The Present Regulations of making a complaint and a complaint review (hereafter the Regulations) are an integral part of the Public Documents Package according to which NewForex Group represented by FinPark Ltd., its own official Departments, tributary offices and affiliated partners (hereinafter — NewForex Group) provides any kind of service to the Customer (including an authorised access to software, an opportunity to pay through electronic payment systems (EPS), implementation of operations connected with an account or a trading account of the Client; informational services, etc.). Choosing NewForex Group services, the Customer accepts all the terms and conditions of all public documents included in Public Documents Package of NewForex Group.

**1.2.** In particular the present Regulations determine (mutual) rights and obligations of the Customer and NewForex Group while considering disputable situations (questions) which might occur if in the Customer's opinion NewForex Group breaks this or that item of the Public Documents Package while rendering a service as well as the Regulations of making a complaint and a complaint review in case such (disputable) situations (questions) happen. Thus, the present Regulations are aimed at informing Customers about the ways of feedback with NewForex Group and in particular the ways of making a complaint the usage of which will help to achieve the best possible results while solving disputable questions within the shortest possible time.

**1.3.** For the purposes of the present Regulations the following definitions are taken:

- A complaint is a written notation with all the necessary requisites containing the information about inconsistency of NewForex Group work (the quality of this or that Service provided by NewForex Group or the work of some department of NewForex Group or the work of one or several employees of NewForex Group or the service provided by NewForex Group) to Public documents package on grounds of which NewForex Group operates. Moreover, a complaint might contain a Customer's wish aimed at resolving a situation (i.e. a solution which in the Customer's opinion corresponds to Public documents package on grounds of which NewForex Group operates and satisfies the Customer as well).
- A Requisite of a complaint is a reference to the information necessary for a complaint review. Namely, the number of a trading account is an obligatory Requisite of any application (letter, complaint) written to any department of NewForex Group.
- A Basis for making a complaint is a real event, circumstance which caused a real financial loss to the Customer. However, it must not refer to risks connected with professional activity of financial market participants which a Customer carries single-handedly.
- A feedback form is a service of NewForex Group placed on the site of NewForex Group — [www.newforex.ru/about\\_us/contacts/feedback](http://www.newforex.ru/about_us/contacts/feedback), which allows to make a complaint with all the necessary requisites and direct it to the corresponding department of NewForex Group.

**1.4.** Complaints (in general) can be received only from the trading account holders of this or that type (including competitive accounts). Complaints regarding financial issues can be sent only by Customers possessing real types of trading accounts.

**1.5.** Only complaints which are compiled under the present Regulations via a feedback form can be accepted for consideration.

**1.6.** The reason for considering and making a decision whether to settle a claim or reject a complaint is:

- The current legislation (in the way it considers a disputable issue at the moment of its appearance);
- Public documents package of NewForex Group;
- In some cases other reasons may be taken into consideration to make a decision on the Complaint, however, they can not be determining.

**1.7.** The source for considering and making a decision of whether to settle a claim or reject it are quotes available on the server of NewForex Group, a log-file of a trading server ( a log-file of a server has an overriding priority in comparison with any other kinds of data resources including log-files of a client terminal).

**1.8.** A complaint must be registered by a registration system no later than 5 (five) full astronomical days (one hundred and twenty hours) after the event which caused filing a claim. In other words the Customer should inform about a Complaint no later than 5 (five) full astronomical days after the trigger for it.

**1.9.** Only the Complaints which are based on real (not implied or desirable) actions of the Customer or NewForex Group staff are taken into consideration. Only the complaints about replacement of financial losses are accepted. Complaints of moral or any other damage are treated only through legal proceedings according to the current legislation of the defendant's country of residence.

## 2. The order of making complaints

**2.1.** In case there is a reason for reclamation, a Customer has the right to use a feedback form or any other ways of connection available on the official site — newforex.com. The form contains some fields which are obligatory for filling in. It is required in order to obtain complete (necessary and sufficient) information for a complaint review and making a decision.

**2.2.** A complaint must be transferred to a staff member of NewForex Group during 5 (five) full astronomical days (one hundred and twenty hours) from the time the reason for a complaint evolves. The moment of sending a complaint is the registration of this complaint by the feedback system (a Customer will receive a relevant notification through e-mail with an identification number of the complaint and the exact date and time of the complaint registration). In other words, the fact of the complaint registration by the feedback form must be treated as an unmistakable evidence that the staff member of the company received the complaint.

**2.3.** The moment when the reason for making a complaint emerges is the date and time of an event which caused the complaint (for example, it can be opening/closing of a deal which in the Customer's opinion was conducted with a breach of an order of making deals or the efflux of time indicated for replenishment or money withdrawal). In case there is no access to the protocol with the exact time (date and time) when the reason for making a complaint came into existence or calculation of exact time due to some reasons is impossible then 24 hours (144 hours in total) might be added to the standard review duration of a complaint and the time when the reason for a complaint appears is calculated approximately. If the reason for sending a Complaint is a long event, circumstance or process, then the moment when this reason arises should be the moment when this event, circumstance or process finished.

**2.4.** Having filled in all the obligatory fields of the feedback form, the Customer is able to give comments of the situation, ask an accompanying issue, indicate a desirable (expected) solution of a problem. A Customer has the right to enclose a file which in his/her opinion can contribute to the solution of a problem or serve as evidence that the solution of a complaint should be achieved in behalf of a Customer.

## 3. The order of the complaint review

**3.1.** Personnel of NewForex Group who received a complaint must examine it, make a proper decision on it and take appropriate measures to solve a problem in a period specified for a complaint review.

**3.2.** When it is necessary, in some cases, the personnel of NewForex Group can ask a Customer to provide additional information within his/her competence. Provided that NewForex Group employee is not able to ask a Customer for a PIN-code because this information is not required for solving disputable questions.

**3.3.** Before taking actions an employee (in some cases) can coordinate them with a Customer (i.e. receive an additional confirmation from the Customer that he/she is happy with the solution of a question). If this confirmation is received, NewForex Group personnel has all rights to consider that the issue is solved and a notice of appeal is not accepted after that.

**3.4.** In other cases (if in the opinion of NewForex Group personnel there is no necessity to have a special agreement with the Customer) an employee makes a decision on a complaint relying on the current legislation (in the way it concerns the matter which is under consideration) and Public documents of NewForex Group. If it is impossible to apply this or that norm to the complaint, then the decision upon it might be taken on the ground of typical (generally accepted) market practice or at the discretion of NewForex personnel according to moral-ethical norms accepted in NewForex Group.

**3.5.** As soon as the decision is taken NewForex Group personnel should make a Customer aware of it through e-mail (provided in the feedback form) where the core of a problem, the chosen way of its solution as well as the reason of this decision must be described. Given that personnel can refer to any paragraph of NewForex Group Public documents package.

**3.6.** When the claim is rejected or there is partial satisfaction of a claim, NewForex Group personnel must inform a Customer about it with a letter containing the core of a problem and the reason for making a decision.

**3.7.** After making any decision by NewForex Group personnel the Customer has the right to lodge an appeal, except for cases when the Customer clearly agrees (giving a written agreement) with a certain solution of a problem.

## 4. The order of lodging an appeal

**4.1.** If the Customer does not agree with the decision taken upon the complaint it is possible to lodge an appeal. For this purpose one can use e-mail keeping the subject of the letter (the subject contains a unique id number assigned to a complaint, the date of the initial registration of a complaint). Moreover, the Customer must cite all the correspondence with NewForex Group personnel.

**4.2.** As a ground of appeal the Customer must indicate an item(s) of Public documents Package which in the Customer's opinion was(were) broken while making a decision upon the complaint or other legal (normative) grounds for lodging an appeal. In the absence of such reasons the appeal might be considered insufficient and the decision taken upon the initial complaint can be stopped.

**4.3.** The period during which NewForex Group hears an appeal is 5 (five) full astronomical days (one hundred and twenty hours).

**4.4.** The decision taken upon the complaint if the Customer is not comfortable with it can be appealed in the authority which is entitled to intervene into the procedure of NewForex Group or which is accepted by NewForex Group as a regulator.

## 5. Liability restriction

**5.1.** NewForex Group repudiates liability if the complaint was caused by a risk case explicitly stated in the Risk Disclosure Notification responsibility for which is carried only by the Customer.

**5.2.** NewForex Group can ignore a complaint if:

- it is composed with the violation of the present Regulations or within the period which exceeds the time limit of making a complaint;
- it does not contain factual grounds or contains a ground which is not stipulated by the current legislation (in the way it concerns the complaint) or Public documents package of NewForex Group.
- it does not contain essential (necessary for making a decision upon a complaint) data (requisites of a complaint).
- it contains foul language.

**5.3.** NewForex Group axes away any compensation of losses, damages (including moral) except for actual damages caused by NewForex Group. Among other things NewForex Group axes away the repayment of lost and/or expected profit.

**5.4.** The compensation of losses can not exceed the total amount of funds available on on the balance sheet of the customer account (including free cash flow, funds used as marginal deposit as well as the current profit or losses of all deals) immediately prior the moment when the situation (fact) which becomes the ground for making a complaint comes into existence.

## 6. Amendments and additions

**6.1.** NewForex Group has the right to make changes and additions in the present Regulations. If there is a legal (legislative) norm that requires to make appropriate changes and additions, NewForex Group not only makes changes and additions, but also fulfills requirements of this legal (legislative) norm. It equally concerns cases which are not described expressly or implicitly in the current edition of the present Regulations.

**6.2.** Algorithm of making amendments and additions:

- If there are changes and /or additions, NewForex Group informs the Customers about it by ad placements on the official site and by inter-office mail.
- The placement of corresponding declaration on NewForex Group site and mailout via inter-office mail is identic to the notification of the Customer about the changes and/or additions, irrespective of whether the Customer has read and acknowledged the corresponding text or ignored it.
- The Customer agrees to make a decision about how often to check the emails from NewForex Group at his/her own discretion and within the Customer's complete personal responsibility.
- The changed and/or supplemented document becomes valid upon the expiry of 5 full astronomical days (120 hours) from the moment when the announcement has been published on the site of the company but before this period it has fact-finding (non-regulatory) character. During the indicated period the Customer, that has already registered and opened an account, has a possibility to decide at his/her own discretion within the Customer's full (sole) responsibility whether to continue using NewForex Group service or not. If he/she does not agree with the changes in the document, the Customer should get in touch with NewForex Group at once by any convenient way and declare the refusal from the further usage of NewForex Group service. If this refusal is not received from the Customer then once this period expires, it means that the Customer agrees with all the changes. In this case both the Customer and NewForex Group receive all rights and take all responsibilities that are conditioned by the new version of the document.
- All the changes and/or supplemented additions of the document cover immediately all the accounts that were registered as soon as the corresponding news is published on NewForex Group site (irrespective of whether the owner has other accounts registered before). It means that this document is compulsory and is in full force and effect to the accounts which were registered after the publication of the changed document.
- If the legislation introduces a norm that requires appropriate changes and/or additions in the present Regulations, the legislative norm will be fulfilled immediately as soon as the normative act comes into legal force irrespective of the

fact whether the required change and/or addition is made. The conditions of the present Regulations that contradict the norm that has been introduced lose their force until the introduction of changes and/or additions in the declared document.

## **7. Agreement with the conditions of the present document by the Customer**

**7.1.** The Customer, who uses information, any servers or services of NewForex to receive data (including services or infoware set by this particular document), software and/or hardware means including authorized access to software allowing to conduct professional activity according to the preferences of the Customer, has read and understood, fully accepts to the fullest extent the conditions of the present Regulations of making a complaint and a complaint review and in case of the further registration (passing a full, two-step registration on the site newforex.com) with all the conditions and points of other documents included in the Public documents package of NewForex Group.

**7.2.** The Customer, who uses information and informational services of NewForex, agrees with all the conditions (points and sections) of the present Regulations. If the Customer does not agree, he/she assumes the obligation to cease using information and informational services of NewForex Group.