

A wooden gavel is positioned diagonally across the frame, resting on a dark, textured surface. The gavel's head is in the upper right, and its handle extends towards the bottom left. The background is a solid dark blue-grey color.

**XPOKEN**

# **Complaint and Dispute Management**

1. The objective of the Company and its workforce with the Dispute and Complaint Management is to embed an effective, fair, and efficient complaint handling process.
2. When filing a complaint or dispute, the Client must comply with the following:
  - A.)** In a formal written letter, the Client must include his/her full name, trading account number, contact number, registered email address, and description of his/her complaint or dispute with the essential details. If the claim involves a financial transaction, the Company reserves the right to require the Client for additional documents and information related to it, such as bank statements or invoices. The Client is obligated to submit the relevant documents as required by the Company in resolving his/her filed claim.
  - B.)** The Client is obliged to send the complaint or dispute using his/her registered email with the Company for timely identification. All claims must be submitted to [info@xpoken.com](mailto:info@xpoken.com). The Company will disregard and refuse cases from unrecognized email addresses.
  - C.)** While all filed and accepted claims are verified and processed within 30 working days, the Client is obligated to refrain from releasing any form of online public statement, especially if the Company has not completed its final resolution toward the claim.
  - D.)** When a filed claim is accepted and verified, the Client is obliged to maintain an open communication line with the Company during the management period for an immediate resolution. The Client must be actively reachable through phone or email.
3. The Company invokes its right to reject a filed complaint or dispute if it does not comply with the established procedures.
4. The Client acknowledges that his/her complaint or dispute will only be valid and accepted if it is in connection with the following reasons:
  - A.)** Filed complaints and disputes must be exclusively related to the official Terms of Use of the Company. The Company will not accept claims that are due to the Client's negligence or non-compliance with the relevant Agreement or contract with the Company.
  - B.)** Disputes can be filed if it is relevant to discrepancies under the Client's trading results. Such conflicts may include technical faults that occur in the Client's trading account. It may be in the form of showing different trading results from what should have been displayed on the trading account or if the executed order was not successful. Technical faults may also happen when the Client's trading results seemed to be modified or altered. Moreover, glitches and malfunction results may show added trades or closed trades that should still be ongoing.
  - C.)** All claims are resolved with critical measures. Therefore, it must only be filed if it is significant and was not a result of miscommunication, which otherwise will be declined entirely by the Company.
  - D.)** Filed claims regarding the termination of the Agreement or services of the Company must have valid and lawful grounds. If the Client refuses to comply with his/her obligations and opts for termination, the Terms of Use of the Company shall prevail.
5. If the complaint or dispute meets all conditions herein, the Client must file it accordingly and immediately. The Company is not liable for losses and damages, regardless of the capital amount affected, if the occurrence was not presented to the Company sooner.
6. The Client agrees that regardless of the Company's best efforts to manage filed issues, but the Client still does not comply, resolution may lead to delays or inadequacy.



7. Once the filed claim is accepted as eligible for assessment and resolution, the Client can expect the following actions from the Company:

- A.)** Valid complaints and disputes will be analyzed while the Company looks for the best solution to remedy the situation within 30 working business days.
- B.)** The Company will provide a possible remedy to the claim, which the Client can act upon for settlement.
- C.)** If the complaint or dispute involves a trading operation, the Company reserves the right to restrict the access temporarily or permanently to the Client's trading account to resolve his/her case as effectively.
- D.)** Filed claims involving termination of the trading account, the Agreement, or other contracts with the Company, including canceling the services altogether, will still comply with the termination procedures stated on the Terms of Use.

8. Above all, the Client thereby acknowledges that during the resolution period, all forms of potentially harmful public statements are prohibited. The prejudicial statements include those with the intention of extortion, exaction, and any threat to the Company and its representatives.

9. While all kinds of intimidation against the Company are legal grounds to end negotiations ultimately, the Company invokes its right to enforce financial liability to the Client for reputational damage. Imposed fees for defamation shall be determined by the Company, ranging from \$1,000.00 to \$500,000.00, conditional to the violation's severity.



**Xpoken.com**  
info@xpoken.com

**XPOKEN**