

# COMPLAINTS HANDLING PROCEDURE

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#### 1. INTRODUCTION

Wealthway Corporation operates under the trading name Wealthway.

# 2. SCOPE OF THE COMPLAINTS HANDLING PROCEDURE

The procedure sets the processes employed when dealing with complaints received from complainants.

# **3. OUR CULTURE**

3.1. The Company aims to provide prompt, courteous, helpful, open and informative advice in response to an approach made by a member of public. It is always keen to hear the views of customers, particularly the general public about the general performance.

3.2. The Company recognises that, as in all organisations, from time to time things can go wrong and it may be unable to provide the standard of service that the Company sets for itself.

💽 Suit 305, Griffith Corporate Office, Kingstown, St. Vincent and the Grenadines.



The Company is always keen to know about such instances since it provides an opportunity to correct mistakes and learn from them.

3.3. Accordingly, as part of the commitment in providing the best possible service to clients, the company upholds effective and transparent procedures for prompt complaint handling. The Company maintains records of complaints and measures taken for the resolution of the same, in line with relevant laws and /or regulations.

#### 4. DEFINITION OF A COMPLAINT

4.1. In line with the aforementioned points, a complaint will be investigated and a dispute or difference, or even an allegation submitted to the committee, if given in writing, in accordance with the Complaint Handling Procedures set forth herein, in regard to either one or more of the following:

a) A perceived injustice because of an alleged maladministration on the part of the Company, pertaining to

i. Complainer's account(s) with the Company and/or the Transactions and/or Contracts carried out and/or reflected therein.

ii. Complainant's rights under these 'Terms and Conditions', Company's 'Client Categorization Policy', 'Order Execution Policy', 'Conflicts of Interest Policy' and 'Money Laundering Prevention Policy', as set forth in the 'About Us' section on Company's Online Trading Facility.

b) Dissatisfaction with the response from Company to a request by Complainant for services to be provided in a different format.

c) A denial of a request for information regarding complainant's Account and/or the Transactions and/or Contracts carried out and/or reflected therein.

d) Dissatisfaction with the manner of response to an enquiry and/or the time taken to respond.

e) Dissatisfaction with the standard of services provided to the complainant, in view of the standard of service set by the Company as described in the 'Business Terms and Policies set forth in Company's Online Trading Facility.



### 5. HOW TO MAKE A COMPLAINT

5.1. Clients who wish to file a complaint must do so either through the Members Area or by submitting their complaint to the following email address: complaints@wealthwayfx.com, along with any relevant information.

All Complaints will be handled by the Compliance Officer and any action taken shall be in accordance with this procedure.

5.2. Upon receipt of a complaint all relevant evidence and information regarding the complaint is gathered and investigated.

The following information and documentation should, wherever possible, be provided to the Compliance Officer as part of the formal complaint, in order to ensure that the complaint is addressed in the most efficient and fair manner:

- a) Trading Account Number
- b) Date the problem first occurred
- c) Short summary of the Complaint
- d) Disputed amount and currency, if any

e) Attachments of any documentation or other information that may assist in the resolution of the Complaint

f) Any other information considered relevant

5.3. Upon receipt of a Complaint, a written acknowledgment will be sent back within three (3) business days. This will confirm that all necessary action is being taken to resolve the complaint and will provide a timescale for response.

5.4. The acknowledgment response will contain details of Complaint Handling Procedure, a free copy of which is available on the Company website.

#### 6. HOW COMPLAINTS ARE DEALT WITH

6.1. During the investigation of the complaint and no later than fifteen (15) business days after the complaint was received, a second email will be sent, containing a full account of the investigation, activities planned, any findings so far and, if appropriate, any offer of redress.

6.2. Where appropriate, it may also include our final response.

6.3. Company will send the final response to the complainant within eight (8) weeks of receiving the complaint, or ten (10) business days after acceptance or rejection of an offer of redress (where applicable), whichever comes first.

6.4. The above may not always be possible as sometimes the complexity of the Complaint may require more time to investigate fully. The Company will always abide by regulatory guidelines in relation to a complaint and as such, all complainants will be kept informed about the status of their complaints and activities in response to the same and will be updated without delay.

6.5. If, for any reason, the Company is not in a position to make a final response to the Complainant within eight (8) weeks after the receipt of the Complaint, the Company will provide a justification to the Complainant and indicate when a response can be provided.

#### 7. MONITORING OF COMPLAINTS

The Company keeps detailed records of individual complaints. Further to this, an internal register of complaints is maintained, in which all relevant information and progress of each complaint is kept.

#### 8. RIGHT TO PROCEED WITH THE RECOVERY OF DEBTS

8.1. The above Complaint Handling Procedure does not apply to money that Complainant owes the Company.

8.2. The Company may take immediate action to recover any debts payable in court.



# **9. INTERIM RELIEF - INJUNCTIVE RELIEF**

9.1. Nothing set forth herein shall prevent either Party from applying to court for interim or injunctive relief.

9.2. Each party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore, any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

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