



# **CLIENT GRIEVANCE RESOLUTION POLICY**

## **I. POLICY PURPOSE, SCOPE, AND GOVERNING FRAMEWORK**

### **1.1 Establishment, Scope, and Regulatory Purpose**

1.1.1 This Client Grievance Resolution Policy (the “Policy”) sets forth the official procedures, operational standards, escalation mechanisms, investigative protocols, compliance measures, and resolution processes implemented by CAPITAL NOMOS (the “Company,” “we,” “our,” or “us”) for the proper administration, receipt, assessment, investigation, management, handling, and resolution of any grievance, complaint, dispute, objection, operational concern, or claim raised by Clients in connection with the Company’s Services, Trading Platforms, financial operations, transactional activities, communications, account administration, or related business conduct.

1.1.2 This Policy forms an integral and supplementary component of the Company’s Conditions of Use and shall apply to all Clients, account holders, authorized representatives, beneficial owners, prospective Clients, and users accessing or utilizing the Company’s Website, Trading Platforms, digital systems, operational infrastructure, communication channels, or financial services.

1.1.3 The Company is committed to maintaining commercially reasonable, transparent, impartial, efficient, secure, and professionally administered procedures intended to: (a) facilitate fair treatment of Clients; (b) preserve operational integrity; (c) support regulatory compliance obligations; (d) minimize operational and reputational risks; (e) ensure proper dispute administration; (f) maintain orderly communication procedures; and (g) promote confidence in the Company’s governance and compliance framework.

1.1.4 All grievances, complaints, objections, or disputes submitted pursuant to this Policy shall be reviewed in accordance with the Company’s internal operational procedures, compliance standards, risk management protocols, and applicable legal obligations.

1.1.5 By submitting any grievance, complaint, objection, dispute, operational concern, or request for review to the Company, the Client expressly acknowledges, understands, and agrees to comply with the procedural requirements, operational standards, investigative processes, confidentiality obligations, escalation procedures, and dispute handling mechanisms established under this Policy.

### **1.2 Policy Administration and Supervisory Authority**

1.2.1 The administration, implementation, interpretation, supervision, and enforcement of this Policy may be undertaken by the Company’s Compliance Department, Legal Department, Risk Management Division, Client

Relations Department, Dispute Resolution Unit, senior management, or any authorized governance body designated by the Company.

1.2.2 The Company reserves the unrestricted right to establish, revise, supplement, implement, suspend, or amend internal procedures, compliance standards, operational safeguards, investigative methodologies, supervisory controls, escalation frameworks, and dispute handling protocols considered necessary for the orderly administration of grievances and disputes.

1.2.3 Nothing contained within this Policy shall: (a) obligate the Company to resolve any grievance in favor of the Client; (b) constitute an admission of fault, liability, or wrongdoing; (c) limit the Company's contractual, operational, regulatory, or legal rights; or (d) prevent the Company from undertaking enforcement, compliance, or protective measures deemed necessary under applicable law or the Conditions of Use.

1.2.4 The Company may maintain records, reports, communications, supporting evidence, account information, transactional records, investigative findings, technical logs, operational assessments, and compliance documentation relating to grievances submitted pursuant to this Policy.

## 2. SUBMISSION, REGISTRATION, AND ACCEPTANCE OF GRIEVANCES

### 2.1 Submission Procedures and Documentation Requirements

2.1.1 Clients seeking to submit any formal grievance, complaint, operational concern, objection, dispute, or claim must submit such communication exclusively through the Company's officially designated communication channel by sending an email to [legal@capitalnomos.com](mailto:legal@capitalnomos.com).

2.1.2 All grievance submissions should include, where reasonably applicable: (a) the Client's full legal name; (b) trading account number; (c) registered email address; (d) transaction references; (e) relevant dates and timelines; (f) supporting documentation; (g) communication records; and (h) a detailed description of the facts, allegations, operational concerns, or circumstances giving rise to the grievance.

2.1.3 The Company reserves the right to request supplementary documentation, declarations, financial records, account statements, screenshots, transaction confirmations, technical evidence, or identity verification materials reasonably necessary to facilitate comprehensive review, investigation, or compliance assessment procedures.

2.1.4 In circumstances where a grievance relates to deposits, withdrawals, payment processing, financial transfers, chargebacks, transactional discrepancies, or banking-related matters, the Client may be required to provide: (a) bank account statements; (b) remittance confirmations; (c) transaction receipts; (d) payment gateway confirmations; (e) financial institution correspondence; or (f) additional financial documentation reasonably requested by the Company.

2.1.5 The Company reserves the right to suspend, delay, reject, or decline review of grievances where: (a) required information is incomplete; (b) supporting evidence is insufficient; (c) identity verification requirements remain outstanding; (d) the submission is frivolous, speculative, abusive, malicious, or submitted in bad faith; or (e) the matter falls outside the scope of this Policy.

## 2.2 Registration and Preliminary Review Procedures

2.2.1 Upon receipt of a grievance containing sufficient preliminary information, the Company may formally register the matter for internal review, operational assessment, investigation, compliance evaluation, or supervisory examination.

2.2.2 Acceptance of a grievance for investigation or review shall not constitute: (a) acknowledgment of operational error; (b) admission of liability; (c) confirmation of wrongdoing; (d) recognition of Client entitlement; or (e) agreement with the allegations or remedies requested by the Client.

2.2.3 The Company reserves the right to classify grievances according to: (a) operational complexity; (b) financial exposure; (c) cybersecurity implications; (d) legal considerations; (e) compliance requirements; (f) reputational risk; or (g) regulatory significance.

2.2.4 Complaints arising primarily from: (a) Client negligence; (b) credential sharing; (c) unauthorized third-party access; (d) prohibited trading conduct; (e) speculative losses; (f) market volatility; (g) violations of the Conditions of Use; or (h) abusive conduct

may be excluded from remedial review or handled pursuant to separate compliance or enforcement procedures.

## 3. INVESTIGATION, REVIEW PROCEDURES, AND RESOLUTION TIMELINES

### 3.1 Internal Review and Investigative Standards

3.1.1 The Company may conduct internal investigations, technical assessments, account audits, operational reviews, compliance evaluations, cybersecurity examinations, transactional analyses, communication inspections, and supervisory inquiries deemed reasonably necessary to assess grievances submitted under this Policy.

3.1.2 Investigative procedures undertaken by the Company may include review of: (a) trading records; (b) account history; (c) platform activity; (d) communication logs; (e) transactional data; (f) login records; (g) system reports; (h) operational monitoring records; (i) technical infrastructure logs; and (j) compliance documentation.

3.1.3 The Company may consult internal departments, legal counsel, compliance personnel, financial institutions, payment service providers, liquidity providers, cybersecurity specialists, operational partners, external consultants, auditors, or independent experts where reasonably necessary to facilitate dispute resolution procedures.

3.1.4 During the course of an investigation, the Company reserves the right to temporarily suspend, restrict, delay, withhold, or limit: (a) account access; (b) withdrawal processing; (c) transaction execution; (d) Trading Platform functionality; (e) communication privileges; or (f) operational access

where reasonably necessary to: (i) preserve evidence; (ii) maintain cybersecurity; (iii) prevent fraud; (iv) comply with regulatory obligations; (v) prevent financial harm; or (vi) protect operational integrity.

## 3.2 Resolution Timelines and Communication Standards

3.2.1 The Company may endeavor to complete ordinary grievance reviews within seven (7) to thirty (30) business days depending upon: (a) operational complexity; (b) jurisdictional considerations; (c) document availability; (d) third-party cooperation; (e) cybersecurity implications; (f) compliance reviews; or (g) regulatory involvement.

3.2.2 Grievances involving: (a) cross-border transactions; (b) cybersecurity incidents; (c) fraud allegations; (d) legal proceedings; (e) technical system failures; (f) payment reversals; or (g) complex transactional analysis

may require extended review periods beyond standard timelines.

3.2.3 Where additional time is reasonably necessary, the Company may provide interim acknowledgments, revised estimated timelines, requests for supplementary information, procedural notices, or periodic status updates.

3.2.4 Communications issued during grievance review procedures may be transmitted through: (a) registered email addresses; (b) Client portal notifications; (c) Trading Platform communications; (d) compliance correspondence; or (e) other officially authorized communication channels.

## 4. CLIENT REPORTING DUTIES, CONDUCT REQUIREMENTS, AND ESCALATION MECHANISMS

### 4.1 Reporting Obligations and Cooperation Requirements

4.1.1 Clients shall promptly report any suspected irregularities, unauthorized activity, execution discrepancies, operational concerns, account inconsistencies, transactional anomalies, communication failures, or cybersecurity incidents immediately upon discovery.

4.1.2 Reportable matters may include: (a) unauthorized trades; (b) execution errors; (c) pricing discrepancies; (d) account access concerns; (e) unprocessed order closures; (f) suspicious activity; (g) delayed transactions; (h) technical malfunctions; or (i) cybersecurity-related concerns.

4.1.3 Failure by the Client to report material discrepancies or disputed activity within commercially reasonable timeframes may constitute acknowledgment or acceptance of the relevant transaction, operational event, account activity, or Trading Platform outcome.

4.1.4 Clients shall cooperate fully, honestly, and in good faith throughout all grievance investigations and shall provide all information, clarifications, declarations, confirmations, or supporting evidence reasonably requested by the Company.

## 4.2 Conduct Standards and Escalation Procedures

4.2.1 Clients shall refrain from: (a) harassment; (b) intimidation; (c) threats; (d) coercion; (e) abusive communications; (f) defamatory conduct; (g) publication of knowingly false allegations; or (h) interference with Company personnel or investigative procedures.

4.2.2 The Company reserves the right to suspend Services, restrict account access, terminate communications, or initiate legal or regulatory action where Client conduct is determined to be abusive, unlawful, malicious, threatening, manipulative, or inconsistent with operational integrity standards.

4.2.3 For grievances involving heightened complexity, substantial financial exposure, regulatory implications, unresolved disputes, or operational sensitivity, the Company may escalate the matter to senior management, legal counsel, compliance personnel, or designated dispute resolution specialists.

4.2.4 Escalated matters shall be administered in a commercially reasonable, confidential, professional, and operationally secure manner consistent with the Company's governance and compliance framework.

## 5. CONFIDENTIALITY, FINAL DETERMINATIONS, AND REMEDIAL ACTIONS

### 5.1 Confidentiality and Information Protection

5.1.1 All grievances, investigations, communications, operational findings, compliance assessments, supporting evidence, and dispute handling procedures shall be treated as confidential by the Company subject to applicable legal, regulatory, cybersecurity, compliance, and operational requirements.

5.1.2 Clients agree to maintain confidentiality regarding ongoing investigations, internal communications, compliance procedures, dispute handling activities, and operational findings unless disclosure is required under applicable law or by competent legal authority.

5.1.3 Unauthorized disclosure of confidential grievance-related information, investigative materials, operational findings, or internal communications may constitute a breach of this Policy and may result in operational restrictions, reputational consequences, legal proceedings, or enforcement measures deemed appropriate by the Company.

### 5.2 Final Determinations and Corrective Measures

5.2.1 Upon completion of the investigative and review process, the Company may determine, in its sole and reasonable discretion, whether corrective measures, operational adjustments, account modifications, transaction reversals, remedial actions, or enforcement measures are appropriate.

5.2.2 Corrective measures implemented by the Company may include: (a) operational corrections; (b) account adjustments; (c) transaction amendments; (d) service restoration; (e) withdrawal approvals; (f) clarification notices; (g) account restrictions; or (h) other remedial measures deemed reasonably necessary.

5.2.3 The Company may provide written explanations, procedural findings, or general rationales relating to final determinations where reasonably appropriate and legally permissible.

5.2.4 Except where otherwise required under applicable law, determinations rendered following completion of internal grievance procedures shall constitute the Company's final internal decision regarding the matter.

## 6. ALTERNATIVE DISPUTE RESOLUTION AND EXTERNAL PROCEEDINGS

### 6.1 Mediation, Arbitration, and External Resolution Mechanisms

6.1.1 Where a grievance cannot be resolved through internal procedures, the Client and the Company may mutually agree to pursue mediation, arbitration, settlement discussions, or alternative dispute resolution mechanisms in accordance with applicable law and mutually agreed procedural standards.

6.1.2 Participation in mediation, arbitration, or alternative dispute resolution procedures shall not obligate the Company to waive any legal, contractual, operational, compliance, or regulatory rights available under the Conditions of Use or applicable law.

6.1.3 Unless otherwise required by applicable law, nothing contained within this Policy shall obligate the Company to participate in external mediation, arbitration, or settlement proceedings absent mutual written agreement.

6.1.4 The Company reserves the right to appoint external legal counsel, compliance advisors, cybersecurity specialists, technical consultants, or independent experts where reasonably necessary in connection with dispute resolution procedures.

## 7. POLICY AMENDMENTS, CONTINUING EFFECT, AND LEGAL ENFORCEABILITY

### 7.1 Amendments and Policy Modifications

7.1.1 The Company reserves the unrestricted right to amend, revise, supplement, suspend, replace, withdraw, or otherwise modify this Policy at any time where reasonably necessary for: (a) legal compliance; (b)

regulatory obligations; (c) operational requirements; (d) cybersecurity considerations; (e) governance enhancements; (f) commercial purposes; or (g) risk management objectives.

7.1.2 Any amendments or revisions to this Policy shall become effective immediately upon publication through the Company's official Website, Client portal, Trading Platform, or other authorized communication channels unless otherwise specified.

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

## 7.2 Binding Effect and Policy Interpretation

7.2.1 This Policy constitutes a legally binding supplementary document forming part of the Company's Conditions of Use.

7.2.2 In the event of inconsistency between this Policy and other Company policies, the interpretation most consistent with: (a) regulatory compliance; (b) operational integrity; (c) lawful business administration; (d) cybersecurity protection; and (e) risk mitigation objectives

shall prevail unless otherwise required under applicable law.

7.2.3 If any provision of this Policy is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted under applicable law.