

Regulations on the procedure for reviewing claims, requests and disputes, related to Client orders and trade/non-trade transactions

1. This document regulates the consideration order of claims, requests and disputes on trading and non-trading transactions, orders done by the Client.
2. All disputes and disagreements involving the Client orders or transactions shall be settled exclusively by negotiation conducted via communication systems made available by the Company;
3. **Requests**
 - 3.1. All Client requests submitted to the Company via postal or electronic mail have the status of formal requests and are subject to a mandatory review in writing. Only requests submitted not later than 14 calendar days after the occurrence of the circumstances constituting the subject matter of each request will be reviewed by the Company.
 - 3.2. The Company will review Client requests within 5 business days of receipt thereof. Each request must contain all information and details relevant to the subject matter of the submitted request.
 - 3.3. A review of the Client's transaction records and data relevant to the dispute is conducted using the data available to the Company.
4. **Claims**
 - 4.1. All claims against the Company must be filed not later than 14 days after the occurrence of the circumstances constituting the subject matter of the claim.
 - 4.2. All claims are reviewed on the basis of the version of these Regulations in effect on the date of review.
 - 4.3. A list of mandatory information the Client must submit when filing a claim against the

Company:

- Client name and surname, or the official full name of the Company;
- the Client's personal account number;
- trading account number;
- the date and time of the dispute occurrence (as per the client's terminal records);
- serial number of the order (if applicable);
- serial number of the deposit/withdrawal request (if applicable);
- an unbiased explanation of the dispute.

4.4. The Company may reject the claim if it contains:

- the Client's own conclusions based on the emotional assessment of the dispute;
- inappropriate and rude statements or expressions directed towards the Company or the Company employees;
- profanities or any other informal vocabulary;
- threats, provocations and any other similar statements directed towards the Company or the Company employees.

4.5. When reviewing the circumstances of a dispute, the Company will use the data located on its servers as the main source of information. The data available to the Company shall take precedence over any other arguments that are used when considering the dispute, including information from the client's terminal log file.

4.6. A claim may be rejected or invalidated if the information substantiating it is absent from the Company's server log files.

4.7. If the Client's claim is satisfied, it will be settled only by changing the size of financial liabilities of the Company to the Client by the amount equivalent to the compensation payable in accordance with the decision made on the Client's claim.

4.8. The Company is not liable to pay compensation for lost profits, if the Client intended to take a certain action but did not take it for any reason.

4.9. The Company does not cover losses incurred by the Client due to the fault of any third party.

- 4.10. The Company is not liable for any loss incurred by the Client as a result of a hacker attack, virus or phishing.
- 4.11. The Company is not liable for any intangible and moral damage caused to the Client.
- 4.12. The Company undertakes to review the Client's claim as soon as possible, typically within 5 business days.
- 4.13. If the Client fails to fulfill the provisions of paragraphs 3.3 and 3.4 hereof, the Company reserves the right to reject the Client's claim.
- 4.14. If the Client fails to meet the deadline for submission of claims set out in paragraph 3.1 hereof, the Company may refuse to consider such claim or exercise its discretion in selecting a claim review procedure.
- 4.15. If the circumstances used as the reason for making a claim occurred during the maintenance work on the server, of which the Client had been notified in advance by any method specified in paragraph 5.1 of the Client Agreement, such claim will be rejected by the Company. Non- receipt of such notification by the Client may not be used as the grounds for a claim either.
- 4.16. The Client's claim relating to the execution of pending orders may be rejected, if during the period between the time when the dispute arose and when the claim was submitted, the Client executed any transactions with these orders.
- 4.17. With respect to any other disputes resulting in the presentation of Clients' claims to the Company that are not covered by these Regulations, decisions on such claims may be made by the Company based on its own ideas about a fair settlement of conflicting situations, taking into account the generally accepted market practice relevant to the dispute in question.
5. Any claim or request submitted by the Client to the Company may be rejected without the right to re-submit if, prior to the Company's announcement of its decision on such claim, the Client publishes any details of the dispute on any publicly or privately owned websites or in other informational sources not related to the Company.

6. Information storage

- 6.1. All data relevant to the Client's financial and trading activity will be retained for at least five



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years after the termination of the relationship with the Client in accordance with the “Anti-Money Laundering” and “Counter-Terrorism Financing” and “Know Your Customer” Policies.