



FXopen®
when money makes money

FXOpen Markets Limited
Lighthouse Trust Nevis Ltd. of Suite 1, A.L.
EVELYN LTD, Main Street, Charlestown, Nevis
www.fxopen.com

COMPLAINTS POLICY

2025-01-01





1. FXOpen Markets Limited (hereinafter referred to as “FXOpen” or “Company”) has in place this Complaints Policy (hereinafter referred to as “Policy”) as a formal procedure to deal with complaints or disputes relating to operation of the Trading Account (issues concerning trading, deposit and/or withdrawal of funds and similar – collectively “Complaints”). FXOpen attempts to deal promptly with all Complaints received by the Company. You can lodge a Complaint using the procedure described below.
2. Any Complaints must be made via electronic mail to the email support@fxopen.com or by submitting a ticket via Customer Support Portal on the FXOpen website <https://support.fxopen.com/portal/en/newticket?departmentId=70035000000154132&layoutId=7003500000170403>
3. For authentication reasons all Complaints must be sent from the same e-mail address of the Client as the one indicated by the Client to the FXOpen during the account opening process (or as later modified in accordance with the FXOpen applicable terms and conditions).
4. All Complaints must be made within 1 (one) Business Day following occurrence of the event, to which the respective Complaint relates. If a Complaint is made beyond the indicated deadline it will be in the FXOpen sole and absolute discretion to react to such complaint or to disregard it.
5. All Complaints must be made in a legible and comprehensive manner, and must contain at least the following:
 - a) Full name of the Client;
 - b) Client's login;
 - c) Number(s) of the Order(s) or Transaction(s) in question;
 - d) Details of the matter in question;
 - e) Description of the situation that the complaint refers to supported by screenshots.
6. A Complaint must be executed in a courteous manner, may not contain any inappropriate language and/or other indecent content and may not be otherwise made in a manner abusive to the FXOpen and its Staff.
7. Each qualifying Complaint will be assigned a unique identification number in the FXOpen complaint handling system (“Ticket ID”), which will be communicated to the Client following the initial assessment of the Complaint. The Client shall refer to the Ticket ID in the “Subject” field of each subsequent communication to the FXOpen related to the respective Complaint.
8. The Client shall promptly respond to the FXOpen request for any information or materials necessary to review the respective Complaint and shall provide such information and/or materials in a timely and accurate fashion.
9. All Complaints will be reviewed in accordance with the provisions of the Customer Agreement executed between FXOpen and the Client and the Terms of Business thereto.
10. It is expressly stipulated that none complaints may be made in respect of:
 - a) a transaction or a pending order or any modification to the foregoing not accepted, rejected, deleted or reverted in accordance with the provisions of the Terms of Business;



- b) any trading or account management issue arising due to error in communications either on the side of the Client or FXOpen or both;
 - c) any issues arising due to unavailability of the Trading Platform caused by maintenance and/or other technical works conducted in accordance with the Terms of Business;
 - d) any transactions made with funds generated by the Client as profit from transactions that were subsequently cancelled by FXOpen;
 - e) any issues arising out the failure of the Trading Platform software/hardware in case no records on the Server Log-File exist to prove the Client sent instructions;
 - f) any differences in the prices and/or quotes provided by FXOpen for the respective financial instrument and any of the foregoing provided for any other financial instrument (including, without limitation, the underlying asset) and/or provided for the same and/or similar financial instrument by any other company (whether FXOpen's affiliate or otherwise);
 - g) an erroneous price quote and/or a spike in the FXOpen price feed;
 - h) any lost and/or unrealized profits or any non-financial losses.
11. FXOpen records of FXOpen trading system regarding the Client's Trading Account, including, without limitation, the Server Log-File, shall be the absolute and indisputable proof in respect of any Complaint. Without limiting generality of the foregoing, in case of a discrepancy between the Server Log-File and trading logs on the Client's side, the Server Log-File shall take precedence. If the Server Log-File has not recorded the relevant information to which the Client refers, the Complaint based on this reference may not be considered.
12. FXOpen shall communicate to the Client the status of the Complaint, including provision notice of FXOpen final decision on its resolution via e-mail to the Client's registered e-mail address referred to in the Clause 3. of the Policy above and also to the Trading Platform internal mail. The Client is considered to be duly informed immediately upon sending of the e-mail by FXOpen. FXOpen Trading Platform Server Log-Files and/or outgoing e-mail server logs shall be the sufficient and indisputable evidence of e-mail send. FXOpen reserves the right but will in no case be obliged to provide respective notifications to the Client via other means of communication as per contact details provided by the Client to FXOpen.
13. The Client acknowledges that FXOpen may, at its sole discretion, prevent the Client from making any changes to the Order(s) in question during the time the respective Complaint is being reviewed.
14. If a decision to address the issue referred to in the Client's Complaint has been made by the FXOpen, the Company may, at its sole and absolute discretion, choose either of the following methods:
- a) credit and/or debit the Client's Trading Account for the amount of the respective actual direct financial loss sustained by the Client;
 - b) open and/or close a transaction and/or pending order in question;
 - c) satisfy (fully or partially) Client's request as stated in the Complaint;
 - d) otherwise address the issue using methods, generally used in common market practice.



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15. If you are not satisfied how your Complaint has been resolved by our complaint handling process you have a right to seek an independent legal advice on how to proceed with your Complaint.

