



COMPLAINTS MANAGEMENT POLICY

How to raise a complaint and how we will handle it

CRUISEPAY FINANCE LTD

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1. INTRODUCTION

1.1 About CruisePAY Finance Limited

CruisePAY Finance Limited ("**CruisePAY**", the "**Company**", "**we**", "**us**" or "**our**") is a company with its registered office at 44322 Yale Road, Unit 3B #180, Chilliwack, British Columbia V2R 4H1, Canada. CruisePAY is registered with the Financial Transactions and Reports Analysis Centre of Canada (**FINTRAC**) as a money services business under MSB Registration Number **M23874225**.

1.2 Purpose of this Policy

We are committed to treating our customers fairly and to dealing with every concern promptly, transparently and impartially. This Complaints Management Policy (the "**Policy**") explains how you can make a complaint, how we will handle it, the timeframes you can expect, and what you can do if you are not satisfied with our response.

We regard complaints as a valuable source of information. We use them not only to put things right for the individual customer, but also to identify and correct the underlying causes in our services, systems and processes.

1.3 Scope

This Policy applies to complaints about any product or service provided by CruisePAY, including account opening and onboarding, the money services we provide (such as payment, transfer and currency exchange services, as applicable), fees and charges, customer service, and the conduct of our employees, agents and service providers acting on our behalf.

A complaint may be made by:

- a current customer;
- a former customer, in relation to services received while a customer;
- a prospective customer, in relation to an application or the onboarding process; or
- a person authorized to act on behalf of any of the above (see section 4.3).

General enquiries and routine service requests (for example, a request for a transaction status update) are handled through our normal customer service process and are not treated as complaints unless you remain dissatisfied with the outcome. Where a matter is already the subject of legal proceedings, we may be unable to deal with it under this Policy.

2. DEFINITIONS

In this Policy, the following terms have the meanings set out below:

Term	Meaning
Complaint	Any expression of dissatisfaction, whether oral or written and whether justified or not, made by or on behalf of a Complainant about a product or service provided (or not provided) by CruisePAY, or about the conduct of CruisePAY or its personnel, where a response or resolution is explicitly or implicitly expected.
Complainant	Any individual or entity that makes a Complaint, including an Authorized Representative acting on their behalf.
Authorized Representative	A person who holds written authority from the Complainant, or legal authority (such as a power of attorney), to act on the Complainant's behalf.
Business Day	Any day other than a Saturday, a Sunday or a statutory holiday in the Province of British Columbia.
Complaints Officer	The member of staff designated by CruisePAY to oversee the handling of Complaints in accordance with this Policy.
Holding Response	A written communication explaining why we are not yet able to provide a Final Response and when you can expect to receive it.

Term	Meaning
Final Response	Our written response setting out the outcome of our investigation, the reasons for that outcome and any remedy offered.
Internal Review	A second-level review of a Complaint by a member of senior management who was not involved in the original handling of the Complaint.

3. OUR COMPLAINT-HANDLING PRINCIPLES

We handle every Complaint in accordance with the following principles:

- **Accessibility** – making a Complaint is straightforward and free of charge.
- **Fairness and impartiality** – Complaints are investigated objectively and, wherever practicable, by staff who were not involved in the matter complained about.
- **Timeliness** – we acknowledge and respond to Complaints within the timeframes set out in section 5.4.
- **Transparency** – we explain our findings and decisions in clear, plain language.
- **Confidentiality** – personal information is protected and used only for the purposes described in section 11.
- **No retaliation** – making a Complaint will never, in itself, result in less favourable treatment.
- **Accountability and learning** – we record, analyse and act on Complaints to prevent recurrence.

4. HOW TO MAKE A COMPLAINT

4.1 Contact Channels

You can submit a Complaint using either of the following channels. Email is our preferred channel because it allows us to log, acknowledge and track your Complaint most efficiently.

Email	complaints@cruisepay.finance Subject line: "Complaint" and, if available, your customer or account reference
Post	Complaints Officer CruisePay Finance Limited 44322 Yale Road, Unit 3B #180, Chilliwack, British Columbia V2R 4H1, Canada

If you raise a concern through any other channel we make available, we will record it and handle it as a Complaint under this Policy. We may ask you to confirm the details in writing so that we have an accurate record.

4.2 Information to Include

To help us investigate quickly, please include as much of the following information as possible:

- your full name (or, for a business, its legal name) and your customer or account reference;
- your preferred contact details (email address and telephone number);
- a clear description of the issue, including what happened and when;
- relevant dates, amounts, currencies and transaction references;
- what you would like us to do to resolve the matter; and
- copies of any supporting documents, such as statements, receipts or correspondence.

If information is missing, we will still acknowledge your Complaint and will contact you promptly to request what we need.

Security reminder: never send passwords, PINs, one-time passcodes or full payment card numbers by email. CruisePay will never ask you to disclose your password or one-time passcode.

4.3 Complaints Made by a Representative

You may ask another person to make a Complaint on your behalf. Before we discuss your Complaint with that person, we will require written authority signed by you, or appropriate legal documentation (such as a power of attorney or court order), and we may need to verify the representative's identity. Once this is in place, we will communicate with your Authorized Representative in accordance with applicable privacy law.

4.4 When to Make a Complaint

We encourage you to raise a Complaint as soon as possible, and ideally within twelve (12) months of the event or of the date you became aware of it. We will consider Complaints made after this period; however, our ability to investigate may be limited by the availability of records and information. If you suspect an unauthorized transaction or fraud, please contact us immediately (see section 9).

4.5 No Charge

We do not charge any fee for making or handling a Complaint.

5. HOW WE HANDLE YOUR COMPLAINT

5.1 Recording and Acknowledgement

Every Complaint is recorded in our complaints register and assigned a unique reference number. We will send you a written acknowledgement within **two (2) Business Days** of receipt. The acknowledgement will include your reference number, the name or role of the person handling your Complaint, and the date by which you can expect our Final Response.

5.2 Investigation

Your Complaint will be assigned to a member of staff with the appropriate knowledge and authority who, wherever practicable, was not involved in the matter complained about. The investigation will include a review of the relevant records, transaction data and communications. We may contact you for further information or clarification.

Where your Complaint involves a third party, such as a correspondent bank, payment network or other service provider, we will liaise with that party on your behalf. Their response times may affect our own timeframe, and we will keep you informed if this is the case.

5.3 Final Response

Our Final Response will be provided in writing and will:

- summarize your Complaint as we understand it;
- explain our findings and our decision, with reasons;
- where your Complaint is upheld in whole or in part, describe the remedy we are offering, which may include correcting an error, refunding fees or charges, reimbursing losses directly caused by our error, an apology, or a change to our processes; and
- explain how to request an Internal Review if you are not satisfied (see section 6).

5.4 Response Timeframes

We aim to resolve Complaints as quickly as possible. The maximum timeframes are:

Stage	Timeframe
Acknowledgement	Within 2 Business Days of receipt of the Complaint.
Final Response	Within 15 Business Days of receipt of the Complaint.
Complex Complaints	Where, for reasons beyond our control, we cannot provide a Final Response within 15 Business Days, we will send you a Holding Response by that date explaining the reasons for the delay. The Final Response will be provided no later than 35 Business Days after receipt of the Complaint.

Stage	Timeframe
Internal Review	Within 15 Business Days of receipt of your request for an Internal Review.

5.5 Complaints Resolved Promptly

Where a Complaint is resolved to your satisfaction within three (3) Business Days of receipt, we may confirm the resolution to you in writing in summary form instead of issuing a full Final Response. The Complaint will still be recorded and included in our complaints analysis.

6. INTERNAL REVIEW

If you are not satisfied with our Final Response, or if you have not received a Final Response within the timeframes set out in section 5.4, you may request an Internal Review. To do so, please email complaints@cruisepay.finance with the subject line "Request for Internal Review", quoting your Complaint reference number and explaining why you remain dissatisfied.

We ask that you request an Internal Review within sixty (60) calendar days of the date of our Final Response. The Internal Review will be carried out by a member of senior management who was not involved in the original handling of your Complaint. We will provide the outcome in writing within the timeframe set out in section 5.4. The outcome of the Internal Review represents CruisePay's final position on the Complaint.

7. IF YOU REMAIN DISSATISFIED

CruisePay is not a member of an external ombudsman or independent dispute-resolution scheme. If you remain dissatisfied following our Internal Review, you may:

- seek independent legal advice and pursue any remedy available to you before the courts or tribunals of competent jurisdiction;
- for complaints about the handling of your personal information, contact the Office of the Privacy Commissioner of Canada (www.priv.gc.ca) or the Office of the Information and Privacy Commissioner for British Columbia (www.oipbc.ca), as applicable;
- for suspected fraud or scams, report the matter to your local police and to the Canadian Anti-Fraud Centre (www.antifraudcentre-centreantifraude.ca); and
- for information about suspected money laundering or terrorist financing, submit information to FINTRAC (www.fintrac-canafe.canada.ca).

Please note that FINTRAC's mandate relates to compliance with Canada's anti-money laundering and anti-terrorist financing legislation. FINTRAC does not act as a dispute-resolution body for individual customer complaints and does not award compensation. Making a Complaint to us does not affect any legal rights you may have.

8. COMPLAINTS INVOLVING LEGAL AND REGULATORY OBLIGATIONS

As a reporting entity under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), CruisePay is legally required to identify its customers, monitor transactions, screen against sanctions lists and report certain transactions to FINTRAC. Some Complaints relate to decisions we take in order to meet these obligations, for example:

- declining to open an account or to establish a business relationship;
- requesting additional identification, documents or information about the source of funds;
- delaying, holding, rejecting or returning a transaction; or
- restricting, suspending or closing an account.

We will review such Complaints to establish whether our procedures were correctly followed and whether you were treated fairly. However, the law may prohibit us from disclosing the reasons for a decision, including whether a report has been or will be made to FINTRAC or to any other authority. In those cases our Final Response may be limited in detail; this does not mean that your Complaint has not been fully investigated. We are unable to reverse a decision where doing so would breach our legal or regulatory obligations.

9. UNAUTHORIZED TRANSACTIONS, FRAUD AND SCAMS

If you suspect that a transaction was not authorized by you, that your account or credentials have been compromised, or that you have been the victim of a scam, contact us **immediately** at **complaints@cruisePAY.finance** with the subject line "URGENT – Suspected Fraud".

On receipt, we will take reasonable steps to protect your account, investigate the matter and, where possible, work with our payment partners to attempt a recall of the funds. Recovery of funds cannot be guaranteed, particularly once a payment has been credited to the beneficiary. We also encourage you to report the matter to your local police and to the Canadian Anti-Fraud Centre.

10. CUSTOMERS REQUIRING ADDITIONAL SUPPORT

We recognize that some customers may need additional support to make a Complaint, for example because of a disability, illness, bereavement, language barrier or other personal circumstances. Please let us know if you need any reasonable adjustment, such as additional time, information in an alternative format, or communicating through a trusted third party. Complaints are handled in English; we will make reasonable efforts to assist Complainants who wish to communicate in French or another language.

11. CONFIDENTIALITY AND PERSONAL INFORMATION

Personal information provided in connection with a Complaint is used only to investigate and respond to the Complaint, to meet our legal and regulatory obligations, and to improve our services. It is shared internally only with those who need it for these purposes and externally only where necessary, for example with payment partners involved in a transaction, our professional advisers, or regulators and law enforcement authorities where required or permitted by law.

We handle personal information in accordance with applicable privacy legislation, including the Personal Information Protection and Electronic Documents Act (Canada). Further details are set out in our Privacy Policy.

12. RECORD KEEPING

We keep a record of every Complaint, including the original submission, all correspondence, the investigation, the outcome and any remedy provided. These records are stored securely and retained for at least five (5) years from the date of our Final Response or Internal Review outcome, or for any longer period required by law.

13. MONITORING AND CONTINUOUS IMPROVEMENT

The Complaints Officer maintains the complaints register and monitors compliance with this Policy, including adherence to response timeframes. Complaints data is analysed regularly to identify recurring issues, trends and root causes. Findings and the resulting corrective actions are reported to senior management and to the Board of Directors on a periodic basis. Staff who handle Complaints receive training on this Policy and on the fair treatment of customers.

14. ROLES AND RESPONSIBILITIES

Role	Responsibilities
Board of Directors	Approves this Policy and oversees the effectiveness of complaint handling through periodic reporting.
Senior Management	Ensures adequate resources for complaint handling, conducts Internal Reviews and approves corrective actions.
Complaints Officer	Oversees the day-to-day handling of Complaints, maintains the complaints register, monitors timeframes and prepares management reporting.
Compliance Officer	Owens this Policy, monitors its implementation and ensures that Complaints raising legal or regulatory matters are handled appropriately.

Role	Responsibilities
All staff	Recognize Complaints, record them promptly and refer them to the Complaints Officer in accordance with this Policy.

15. POLICY REVIEW

This Policy is reviewed at least annually and whenever there is a material change to our services, our operations or applicable law. The current version is published on our website and supersedes all previous versions.

16. CONTACT US

For any Complaint or question about this Policy, please contact:

Email	complaints@cruisePAY.finance
Post	Complaints Officer CruisePAY Finance Limited 44322 Yale Road, Unit 3B #180, Chilliwack, British Columbia V2R 4H1, Canada