





ADVANCED PAYMENT SOLUTIONS LTD

a Money Services Provider, registered and licensed under the [Astana International Financial Centre](#) (AIFC), Republic of Kazakhstan, with the company code [210740900015](#) and license No AFSA-G-LA-2021-0017, regulated by [Astana Financial Services Authority](#) (AFSA).

Address: 55/16, Mangilik El Avenue, Office Number 341-342, Esil district, Z05T3F2, Astana, Kazakhstan
Email: support@aps.money

COMPLAINT HANDLING POLICY AND PROCEDURES

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1. PURPOSE OF THE DOCUMENT

1.1. The Complaint Handling Policy (the “Policy”) is designed to articulate the principles, procedures, and standards that guide the effective and transparent management of complaints within Advanced Payment Solutions Ltd (“APS” or the “Company”). This Policy aims to establish a framework that ensures fair, timely, and consistent resolution of complaints, fostering customer satisfaction and organisational improvement. The Company aims to provide superior services to all of its Customers.

1.2. The Company has appointed a Compliance Officer to efficiently handle any complaints from the Customers. This is to allow the Company to resolve and apply mandatory measures to avoid any recurring issues.

1.3. The Company classifies a complaint as any objection and/or dissatisfaction that the Customer may have with regards to the provision of the services provided by the Company. A complaint form is enclosed at the end of this Policy.

2. SCOPE AND APPLICATION

2.1. This Policy applies to Employees and Customers of the Company. A copy of this Policy is available free of charge on request of the Customer from the Compliance Officer.

2.2. This Policy applies from the date of approval by the authorised body.

3. INTERPRETATION

3.1. For the purpose of this Policy, the definitions of key terms and concepts are provided in this Policy. The following definitions outlined in this Policy supplement and enhance the understanding and interpretation of the terms used throughout this Policy:

Definitions:

Acting Law of the AIFC has the meaning given by article 4 of the Constitutional Statute.

AIFC means the Astana International Financial Centre.

AIFC Regulations means regulations adopted by the Management Council or the Governor.

AIFC Rules means rules adopted by the Board of Directors of the AFSA, the Board of Directors of the AIFCA or the Governor.

Companies Regulations means the AIFC Companies Regulations and includes the AIFC Companies Rules.

Compliance Officer means Employee(s) of the Company responsible for managing the risks of compliance. Compliance Officer is independent in the activities from other units of the Company and shall be appointed as an Authorised Person for Control Function pre-approved by the Regulator (as specified below).

Constitutional Statute means the Constitutional Statute of the Republic of Kazakhstan dated 7 December 2015 entitled “On Astana International Financial Centre”.

Client/Customer means a legal entity or foreign structure without the formation of a legal entity, who receives a payment service from APS and who has entered into a client agreement/ service contract with APS.

Employee means an individual who works or will work in the service of another person under an express or implied contract of hire under which the other person has the right to control the details of work performance. The other person is the Employee’s Employer.

Employer means a person who enters a contract of hire with an individual under which the Individual Is an Employee. The Individual Is the Employer’s Employee.

Regulator or the AFSA is Astana Financial Services Authority, which is the independent regulator of the financial services and other activities associated with financial services in the AIFC.

3.2. Clause, Schedule and paragraph headings shall not affect the interpretation of the Policy.

3.3. Capitalized terms, not otherwise defined herein shall have the meaning assigned to them in accordance with the Acting Law of the AIFC, including the AIFC Regulations and AIFC Rules.

3.4. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

4. PROCEDURE

4.1. Employee who receives a written complaint must refer it to the Compliance Officer, together with any other relevant information relating to the complaint, as soon as possible. The Compliance Officer shall be responsible for handling Customer complaints, except in the case where the complaint involves the Compliance Officer, whereby the complaint must be handled by the representative officer.

4.2. As far as possible, the Company must ensure that any individual handling the complaint was not involved in the conduct of the regulated activity about which the complaint has been made, and is able to handle the complaint in a fair and impartial manner.

4.3. The Company must ensure that any Employee responsible for handling the complaint has sufficient authority to resolve the complaint or has access to the Employee with the necessary authority.

4.4. The Customer may register a complaint by completing the complaint form set out in Annex 1 of this Policy, using any of the following options:

Email: contacts@aps.money and web-site: <https://aps.money>

Postal Address: 55/16, Mangilik El Avenue, office 341-342, Esil district, Z05T3F2, Astana, Kazakhstan.

4.5. When the Compliance Officer receives the Customer's complaint then a written acknowledgement will be sent to the Customer within 7 business days.

4.6. The Company will attempt a final response within 30 business days, however in case the Company is still not in a position to resolve the issue then the Compliance Officer will notify in writing stating the reasons for the delay and indicate an estimated time to resolve the issue.

4.7. A final response should be provided to the Customer within 60 business days the latest from the date he/she submitted his/her complaint.

4.8. In the case where the complainant is still not satisfied with the Company's final response, then the complainant can refer his/her complaint with a copy of the Company's final response to the AFSA for further examination.

4.9. The contact details for the Astana Financial Services Authority are set out below:

Customers and individuals who are aggrieved about the services or products offered by Company or their staff may complain to the AFSA.

To lodge a complaint to the AFSA contact:

Tel: +7 (7172) 64 73 72

Email: fintechlab@afsa.kz

Address: AFSA Office, Mangilik El 55/17, pavilion C3.2, Astana, Kazakhstan.

4.10. If the Company considers that another AIFC Participant or any other regulated financial institution is entirely or partly responsible for the subject matter of a complaint, Company may refer the complaint to such AIFC Participant or any other regulated financial institution in accordance with the Acting law of the AIFC.

5. INVESTIGATION OF COMPLAINT

5.1. Compliance Officer has the capacity to resolve complaints and to implement appropriate remedies when resolving complaints.

5.2. Compliance Officer may obtain assistance from any Employee in order to resolve a complaint and this must be promptly given. Where appropriate, a draft complaint response may be prepared by another Employee with the agreement of the Compliance Officer. The response to the complaint must be approved by the Compliance Officer before it is issued.

5.3. When resolving a complaint, the Compliance Officer must make every reasonable effort to investigate all relevant circumstances and information surrounding the complaint.

- 5.4. When a final response to a complaint is provided, the Compliance Officer must advise the complainant of the decision as soon as practicable after deciding the outcome.
- 5.5. A final response requires the complainant to be advised of the outcome of their complaint (including reasons for the decision where not in their favour). Use the format set out in Annex 2 as a guide.
- 5.6. Compliance Officer must record the decision and the reasons for the decision Customer Complaints Journal as set out in Annex 3 of this Policy.
- 5.7. In accordance with the Company's commitment to exemplary customer service, as outlined in the Customer Support Policy set out in Annex 4 of this Policy, the Company strives to address and resolve Customer concerns promptly and effectively.

6. RECORDS

- 6.1. The Customer should provide all relevant documentation as well as any additional information requested by the Compliance Officer in order to ensure all records are collected and the complaint is properly resolved on time. All records will be kept safe as per local requirements and for a period of six (6) years.
- 6.2. The Company maintains the Customer Complaints Journal as set out in Annex 3 of this Policy, which serves as the official record for documenting and tracking Customer complaints. All complaints received by the Company must be promptly and accurately recorded in the Customer Complaints Journal.
- 6.3. The Customer Complaints Journal should be accessible only to authorised Employees involved in the complaint resolution process.

Annex 1. COMPLAINT FORM

Customer Information:

Name:	Account Number:
Address:	Telephone Number:

B. Brief summary of the complaint:

Please describe the product or service you are complaining about (*description, evidence, amount, and suggested way to be solved*):

- *Please enclose any other relevant documentation that may help us to handle the complaint.*
- *Possible documentation to be provided (customer statement, correspondence with the Company as well as any other supporting documentation to be requested by the Compliance Officer which is relevant to the Customer's complaint)*

Date and place

Customer Signature

For internal use only:

Complaint Received By:

Date:

Acknowledgement sent to Customer:

Yes - No

Informed Customer of initial action:

Yes - No

Final response provided to Customer:

Yes - No

Holding response provided to Customer:

Yes - No - N/A

Signature of

Compliance Officer:

Date:

Annex 2. RESPONSE TO COMPLAINT

[Company Letterhead]

[please specify current date]

[please specify complainant name]

[please specify complainant address]

Dear [please specify complainant name]

Decision Notice – [please specify complainant number]

You contacted us on [please specify date registered] and made a formal complaint.

An internal investigation into the issues raised has now been completed.

Please find attached a document with our findings regarding the event(s), together with a response/resolution.

</We hope that this concludes matters to your satisfaction.> (delete if the complainant is unlikely to be satisfied)

If you do not agree with the proposed resolution or decision please advise us at your earliest convenience so we can confirm the next steps with you.

Yours sincerely

[please specify full name]

Compliance Officer

Annex 3. CUSTOMER COMPLAINTS JOURNAL

Report Period: [Insert Reporting Period - e.g., Month/Quarter/Year]

No	Date of Registration	Summary of Complaint	Complainant (Last, First Name)	Responsible Person (Last, First Name)	Contact information about the Complaint	Form of Response
1	[Date]	[Brief description]	[Complainant's Name]	[Responsible Person's Name]	[Details of the Complaint]	[Response Method]
2	[Date]	[Brief description]	[Complainant's Name]	[Responsible Person's Name]	[Details of the Complaint]	[Response Method]
3	[Date]	[Brief description]	[Complainant's Name]	[Responsible Person's Name]	[Details of the Complaint]	[Response Method]

Analysis and Trends:

[Include any insights gained from analyzing the complaints, such as recurring issues, emerging patterns, or areas for improvement.]

Actions Taken:

[Document any corrective actions or improvements implemented based on customer complaints.]

Review and Approval:

Name: _____

Position: _____

Date: _____

Annex 4. CUSTOMERS SUPPORT POLICY

Levels of Support

Level 1 – This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to level 2 support, which is the infrastructure support specialists.

Support Requests are taken by the appropriate level 1 help desk as follows:

Help Desks	Hours	Phone
Level 1	24 hours a day, 7 days a week	
Level 2	8:00 A.M.-12:00 A.M. ALMT, Monday through Friday (After hours, leave a voice message for a return call the following business day)	
Level 3	8:00 A.M.-4:30 P.M. ALMT, Monday through Friday (After hours, leave a voice message for a return call the following business day)	

During critical processing periods, support is extended to 24/7 for agreed-upon periods, critical applications, and critical problems based on specific applications.

Level 2 – This is support provided by infrastructure support or subject matter specialists. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the Support Request is passed to level 3 support.

Level 3 – This is support provided by an application support specialist. This level of support does perform code modifications, if required to resolve the problem.

Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of customers affected
- Workaround
- Acceptable resolution time

It is not necessary (nor is it likely) to have a perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The level 1 support agent and the customer jointly determine the initial severity rating for the report. Level 2 and level 3 support personnel may then negotiate with the customer to modify this severity after the report is elevated to them.

The characteristics below do not cover work requests. Severity levels for work requests may carry a different set of characteristics and weightings. Work requests with a level of effort more than five days are not covered as part of this service level agreement.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure			
The application failure creates a serious business and financial exposure	The application failure creates a serious business and financial exposure	The application failure creates a low business and financial exposure	The application failure creates a minimal business and financial exposure
Work Outage			
The application failure causes the customer to be unable to work or perform some significant portion of their job	The application failure causes the customer to be unable to work or perform some significant portion of their job	The application failure causes the customer to be unable to perform <i>some small</i> portion of their job, but they are still able to complete most other tasks. May also include questions	The application failure causes the customer to be unable to perform a <i>minor</i> portion of their job, but they are still able to complete most other tasks

		and requests for information	
Number of Customers Affected			
The application failure affects a <i>large</i> number of customers	The application failure affects a <i>large</i> number of customers	The application failure affects a <i>small</i> number of customers	The application failure may only affect one or two customers
Workaround [<i>This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2</i>]			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way)	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way)	There may or may not be an acceptable workaround to the problem	There is likely an acceptable workaround to the problem
Response Time			
Within one hour	Within four hours	Within eight hours or by the next business day (ALMT)	Within eight hours or by the next business day (ALMT)
Resolution Time			
The maximum acceptable resolution time is 24 continuous hours, after initial response time	The maximum acceptable resolution time is five business days	The maximum acceptable resolution time is 30 business days	The maximum acceptable resolution time is 90 calendar days