

Mr Paolo F

5 October 2017

## **Our Final Response to your complaint (NETELLER Account ID: 451426240796)**

Dear Mr F

This email comes in response to your complaint about the termination of your account with NETELLER merchant OctaFX and the way your pay-outs from the merchant are performed.

Please note that your case has been referred to the Complaints Department of NETELLER for further review and response.

### **Complaint**

You have made a complaint about your NETELLER Account on the following basis.

- You are dissatisfied that merchant OctaFX terminated your account with them and process pay-outs to you in a rate of 5,000 USD per week.
- The balance you allegedly have with the merchant is significantly bigger and obtaining funds at the above-mentioned rate would take a lot of time.
- As a settlement to your complaint, you have requested from the business to help you withdraw the full balance you claim to currently have with merchant OctaFX in a faster pace.

### **Findings and Conclusion**

We have reviewed your complaint in detail and considered the case fully. First off, we would like to extend our sincere apologies for any inconvenience and frustration this unfortunate situation has caused you. We understand the seriousness of

the matter at hand and would like to hereby take this opportunity to address your concerns accordingly.

We have contacted merchant OctaFX with regard to the issue you reported. We have been advised by the merchant that pay-outs from your personal account with them to your preferred payment method will be carried out as per the previously communicated schedule. In view of the circumstances at hand, we are unable to interfere further, as your dispute does not relate to services offered by NETELLER, but rather a third party. Relevant articles from our Terms of Use <https://www.neteller.com/en/policies/terms-of-use> are as follows:

*6.5.5. You are fully responsible for any goods or services bought by you that are settled through your use of the NETELLER Service. Any dispute with a Merchant regarding any product or service bought by you through the NETELLER Service is between you and the Merchant and you agree that we shall not be a party to such dispute. We do not provide any warranties, representations, conditions or guarantees with respect to such goods and services.*

In view of the above information, we would like to encourage you to continue your dialogue with the merchant and try to settle the dispute with them. We are currently unable to provide information to you about OctaFX due to privacy and other compliance restrictions. Should you decide to escalate the matter to the competent authorities, we will make sure to provide all relevant details upon official request.

### **Financial Ombudsman Service**

If you are not satisfied with our response, you may choose to refer your complaint to the Financial Ombudsman Service but you must do so within six months of the date of this letter. The Ombudsman service exists to provide independent adjudication and investigation will be undertaken prior to making a decision about outstanding disputes. Accepting your complaint would depend on its nature and whether within the rules of the Service the person making the complaint is "eligible" to refer the matter to the Ombudsman.

Please find below a link to the online leaflet 'Your Complaint and the Ombudsman' which further explains the complaint process.

[www.financial-ombudsman.org.uk/publications/consumer-leaflet.htm](http://www.financial-ombudsman.org.uk/publications/consumer-leaflet.htm)

Yours sincerely

Complaints Team  
Paysafe Financial Services Limited