

COMPLAINTS AND CLAIMS POLICY

ORANGETRUST s.r.o. hereby issues the following internal guidelines:

I. INTRODUCTORY PROVISIONS

1. Scope

- (1) This Claims Policy regulates the procedure for the proper, free-of-charge and swift handling of complaints or claims made by potential or existing clients of the company ("customers") in connection with the payment services offered and provided by the company.
- (2) Customers have the right to make complaints or claims in accordance with this Claims Policy regarding all activities associated with the provision of payment services by the company.

2. Purpose of the Claims Policy

- (1) The purpose of this Claims Policy is to set rules for the communication between the customers and the company when making and handling complaints or claims and to define the content of such complaints and claims.

3. Definition of Terms

- (1) **Claim** means a filing made by a customer against the manner of performing activities in the provision of a payment service or against the outcome of such activities that have a direct impact on the rights or obligations of the customer as the person making the payment transaction.
- (2) **Complaint** means a filing made by a customer against the steps taken by the company when dealing with the customer, the method of communicating with the customer, against the form and content of the information provided to the customer etc. without the result of the way the filing is handled establishing the customer's right to receive any new or different service.

II. RECEIVING, CONSULTING AND HANDLING CLAIMS OR COMPLAINTS

1. Making a Complaint or Claim

- (1) The customer can make a complaint or claim via phone, fax, post or e-mail.
- (2) The following contact details should be used to make a complaint or claim:
 - a) When made in person or by post at/to:
Štětková 1001/5, Nusle, 140 00 Prague 4
 - b) When made by phone:
 - c) When made by e-mail: complaints@orange-pay.cz

2. Customer Identification

- (1) Every customer making a complaint or claim should provide the company with the following personal details:
 - a) Natural person – first name and last name, birth number / contract number, place of residence;
 - b) Legal entity – company name or another name including a distinguishing annex or another designation, registered office, name and identification details of a natural person who acts on behalf of the company when handling claims or complaints.
- (2) Where a complaint or claim is made by fax, post or e-mail, the company should use the identification details and subject-matter of the claim provided to determine whether the customer is a person authorised to act in the relevant matter. Where the details from the filing made in writing are not sufficient, the company will ask the sender to supplement such details or to discuss the matter in person.
- (3) Where the claim or complaint is discussed in person, the company will verify the customer's identification details and make a report on the complaint or claim which the customer should read and confirm by his/her signature. Where the complaint or claim is made by phone, the company will be authorised to record the phone call.
- (4) Where the complaint or claim is made by the customer's representative on behalf of the customer, the representative is required to present a power of attorney issued by the customer authorising the representative to make complaints or claims with the company.
- (5) If the customer's identification proving the customer's authorisation to act in the relevant matter is not duly documented at the company's request, the company will suspend the complaint or claim received without handling it. The company will notify the person making the complaint or claim of this fact stating the reasons.
- (6) The company will not handle any complaints or claims made anonymously. Whenever the company receives an anonymous complaint or claim, the company will make a record of such a complaint or claim but will not proceed with handling it.

3. Identification of the Subject-Matter of a Complaint or Claim

- (1) The customer is required to clearly and concisely define the subject-matter of his/her complaint or claim in the actual complaint or claim.
- (2) Along with his/her complaint or claim, the customer is required to furnish supporting materials identifying the subject-matter of the complaint or claim and demonstrating the legitimacy of his/her complaint or claim. In case that the supporting materials submitted are incomplete, the customer will be asked to provide additional information.
- (3) In the event that the customer fails to submit the necessary supporting materials with a complaint or claim or submits such supporting materials only partly, the company will be entitled to ask the customer to submit additional supporting materials regarding the complaint or claim. The customer is required to submit the requested supporting materials to the company within fifteen (15) days after the day of receipt of the company's request. The company's time limit to handle the complaint or claim will be extended by the above period of time.

- (4) If the customer fails to submit the requested supporting materials at the company's request, the company will examine and handle the complaint or claim based on the incomplete supporting materials submitted by the customer and based on the supporting materials available in the company's records. If this procedure is not possible, the company will suspend the complaint or claim upon the expiry of the above time limit for submitting the requested supporting materials without handling it.

4. Complaint or Claim Assessment

The company will decide on the legitimacy of the complaint or claim or lack thereof after examining the facts stated by the customer in his/her submission.

5. Time Limit for Handling

- (1) The company is required to handle every complaint or claim within fifteen (15) business days after the day of receipt of the customer's complaint or claim.
- (2) In the event that the customer fails to provide complete details or submit the necessary supporting materials with his/her complaint or claim, the complaint or claim will be handled within fifteen (15) business days after the day when the complaint or claim is supplemented by the customer.
- (3) In the event that the customer's complaint or claim cannot be handled within the set time limit for reasons not under the company's control, the company will be entitled to extend this time limit by the necessary period of time, however, by no more than another fifteen (15) business days after the day of receipt of the complaint or claim by the company. The company will notify the customer of such an extension of the time limit to handle the complaint or claim.

6. Expiry of the Right to Make a Claim

The customer should claim any defective performance without undue delay after the customer detects any defects of the performance provided but not later than within the general period of limitation applicable to the relevant claim.

7. Notification

- (1) The company will notify the customer once a complaint or claim is handled.
- (2) Where the complaint or claim was received by e-mail, the company will notify the customer that the complaint or claim has been handled via e-mail using the customer's e-mail address. Where the complaint or claim was received in any other manner, the company will notify the customer that the complaint or claim has been handled in writing by post using the customer's delivery address in the company's records.
- (3) The notice informing the client that his/her complaint or claim has been handled must be sent within the time limit for its handling. The latest possible day when the notice informing the client that his/her complaint or claim has been handled must be sent is the 35th business day after the day of receipt of the complaint or claim.

8. Exercise of the Client's Claims

- (1) If the client does not agree with how his/her claim or complaint was handled, he/she can make a claim to the Czech National Bank as the body supervising obligations in the provision of payment services.
- (2) Where the client makes property-related claims, he/she can exercise such claims before the relevant court. Any disputes that arise in the provision of payment services between the company and the client that cannot be resolved amicably will be finally resolved by the general courts of the Czech Republic.
- (3) The client, who is a consumer, is entitled to an out-of-court resolution of any consumer dispute that arises in the provision of payment services via the Financial Arbiter of the **Czech Republic**. All proceedings before the Financial Arbiter are initiated based on a motion. A motion may be filed using a form issued by the Financial Arbiter. It is available at <https://www.finarbitr.cz>.

III. SPECIAL CASES OF PAYMENT SERVICES RELATED CLAIMS

1. Unauthorised Payment Transaction Related Claims

- (1) An unauthorised payment transaction is a transaction where the customer as the payer did not grant his/her consent to such a transaction.
- (2) The company will handle any unauthorised transactions by the end of the day following the day of receipt of the customer's claim regarding the unauthorised payment transaction.
- (3) The company handles claims of unauthorised payment transactions in the manner laid down in the Payment Systems Act.

2. Improperly Completed Payment Transaction Related Claims

- (1) An improperly completed payment transaction is a transaction that was carried out:
 - a) In violation of a payment order of the customer as the payer and/or
 - b) In violation of the payer's payment order where the funds were credited to the company's customer payment account.
- (2) The company is obliged to initiate steps towards correcting any improperly completed transaction immediately after receiving a claim.
- (3) The company is not required to correct any improperly authorised payment transactions if the funds were credited a recipient's payment account with another payment services provider. However, the company is required to substantiate such facts.
- (4) If funds are credited to the company's customer payment account based on an improperly completed payment transaction, the company will be required to initiate steps towards correcting it immediately after it receives a claim regarding the improperly completed transaction.
- (5) The company handles claims of improperly completed payment transactions in the manner laid down in the Payment Systems Act.