

Complaints code

1. Introduction

- (1) This Complaints code sets out the rules and procedures for the submission and handling of claims and complaints from clients of **BANCIBO, SE**, ID 242 36 501, with registered office at Václavské nám. 1306/55, 110 00 Praha 1, listed in the Commercial Register maintained by the Municipal Court in Prague, Section H, Insert 842 (hereinafter referred to as the "**Company**").
- (2) The Client of the Company is entitled to file a complaint in the event that the Client believes that the Company has not complied with the agreed contractual terms and conditions or has not fulfilled its obligations under the law. The Complaints code applies not only to complaints, but also to grievances i.e. applications in which the complainant seeks protection of his/her interests not covered by the contractual relationship with the Company (e.g. unsuitable behaviour). In the Complaints code, the term "**complaint**" is used to refer to a complaint or grievance. The collective term "**Client**" is used in this Complaints code for both the Client and the Complainant.

2. General principles

- (1) This Complaints code sets out the procedures and processes for the submission and handling of Client complaints.
- (2) The Company keeps an internal record of all complaints received, which includes, but is not limited to, information on the date of receipt of the complaint, the outcome of the complaint and the information provided to the Client, including the date and method of delivery.

3. Complaint details

- (1) A complaint must contain the information listed below:
 - name and surname or trade name of the Client,
 - telephone and e-mail contact,
 - the number of the framework contract, if such a contract was concluded,
 - the number of the transaction related to the complaint,
 - the account number of the bank or other electronic holder of funds if the complaint relates to it,
 - identification of the person against whom the complaint is directed,
 - the exact reason for the complaint, i.e. a specific description of the problem that is alleged against the Company, together with an indication of what the Client is claiming,
 - a copy of the contractual documentation or other documents (e.g. bank statement, copy of payment order, contract, etc.) to which the complaint relates.
- (2) If the Client is represented by a power of attorney, a power of attorney granted by the Client with a certified signature is required.

4. Filing and progress of complaints

- (1) Claims for defects in performance must be filed without undue delay after the Client has discovered the defects in performance, but at the latest within the time limit set by the relevant contractual arrangements and legal regulations and at the same time within the limitation period. The Client may file a claim for the right to compensation from the Company within a period of three years from the date on which the Client knew or could have known about the damage and who is responsible for it. The Company does not provide settlement for time-barred claims.
- (2) Complaints can be filed:
 - in writing to the company's registered office: Václavské nám. 1306/55, 110 00 Praha 1
 - In writing to the e-mail address: cards@bancibo.com
 - by means of the data box: ID 53jmiti
- (3) Upon receipt, the complaint is forwarded to the Company's authorised person for processing.

- (4) The Company shall provide answers for the settlement of the complaint without undue delay and no later than the deadline pursuant to Section 258 of the Law, and if it cannot meet this deadline it shall inform the payment service user of the reasons for the delay and the date by which the settlement of the complaint or claim will be completed. In the case of a complaint **in the area of payment services**, the time limit for handling the complaint in accordance with the Payment Services Act is **15 working days** and begins on the date of delivery of the complaint to the Company's registered office. Complaints shall be dealt with in the order in which they are received by the Company.
- (5) If the Company is prevented by an obstacle independent of its own will within 15 working days, it shall inform the Client within this period of the obstacles that prevent it from responding in a timely manner and shall respond no later than 35 working days from the date of receipt of the complaint.
- (6) If the complaint documents provided by the Client are not complete, the Company reserves the right to ask the Client to complete the missing data. The time limit for processing the complaint according to the previous paragraph starts to run only after the Client provides the Company with all the missing data.
- (7) A complaint will not be accepted and further processed in the event that:
- the manner, form or requirements for filing a complaint determined in articles 3 and 4 of this Complaints code have not been complied with, even within the additional time period provided by the company for completion or correction of the filing,
 - court or arbitrary proceedings regarding the matter have already been initiated, or the court or arbitrator has already ruled on the matter,
 - the person filing the claim is not a client of the Company or is represented by an agent on the basis of an insufficient power of attorney,
 - the complaint does not relate to the products or services offered by the Company,
 - the filing of this complaint is an obvious abuse of the institution of complaints and grievances,
 - the shredding deadline for the relevant document type has expired.
- (8) In the event that a complaint regarding the same matter is repeatedly submitted and does not bring any new facts, the complaint will be rejected and the Client will be informed of this fact in writing.
- (9) If the reasons for rejection of the complaint referred to in paragraph 6 or 7 cease to exist, the Company shall settle the complaint, with the time limits for its consideration starting to run from the date on which the given reason ceased to exist.
- (10) The Client will be notified of the outcome of the complaint by email or other means agreed with the Client. The date of delivery of the outcome of the complaint is deemed to be the date of delivery of an email message or receipt of a registered letter. If an email or letter is not delivered and is returned to the Company as uncollected (applicable to letters only) or undeliverable, the date of delivery shall be deemed to be the date on which the letter is returned to the Company's address.
- (11) The Company shall bear the expenses relating to complaint resolution. The Client's expenses associated with the preparation and filing of the complaint shall be borne by the Client.
- (12) In case of dissatisfaction of the Client with the handling of the complaint, the Client is entitled to contact the following for the purpose of out-of-court dispute resolution:
- The Office of the Financial Arbitrator (www.finarbitr.cz) for the area of financial services referred to in Act No. 229/2002 Coll., on the Financial Arbitrator, as amended
 - The Czech National Bank (<https://www.cnb.cz/cs/>), with registered office; Na Příkopě 28, 115 03 Praha 1, which is the supervisory authority for compliance regarding the obligations of the Company.
 - The Office of the Ombudsman (<https://www.ochrance.cz/>).
 - In the event of an out-of-court settlement of the dispute, the Client's right to apply to the courts is not affected.

5. Concluding provisions

- (1) The procedures set out in this Complaints code are binding for all Clients of the Company as well as for all its employees.
- (2) The Complaints code shall be available to Clients both on the website of the company and at the Company's registered office.

This Complaints code is valid and effective from 1 June 2022.

Certificate

This document was translated from Czech into English language by:

PRESTO - PŘEKLADATELSKÉ CENTRUM, s.r.o.
Na Příkopě 31, 110 00 Praha 1
IČO: 26473194
tel: 225 000 622
e-mail: preklady.s@presto.cz
www: <http://www.presto.cz>

This is complete and accurate translation of the original document.

In Prague, on 16th December 2022


PRESTO -
PŘEKLADATELSKÉ CENTRUM s.r.o.
----- Pohočka S -----
Sídlo: Na Příkopě 31, 110 00 Praha 1
tel.: 225 000 622, e-mail: preklady.s@presto.cz
IČ: 26473194, DIČ: CZ26473194