

## Complaints Procedure

### 1. Preamble

- (1) This Complaints Procedure stipulates rules and procedures for making and settlement of clients' complaints concerning the company **FORTISSIMO, spol. s r.o.**, company ID No. 633 21 521, incorporated in the Commercial Register kept by the Regional Court in Ostrava, Section C, File No. 8296 (hereinafter referred to as "**Company**").
- (2) A client of the Company is entitled to make a complaint in the event that he/she supposes that the Company has failed to observe the contractual terms and conditions agreed or failed to meet its duties arising from legal regulations. The Complaints Procedure relates not only to settlement of complaints, but also of filings, on the basis of which a complainer asks for protection of his/her interests not regulated by the contractual relationship with the Company (e.g. improper behaviour). Such complaints are designated as "**complaint**", as further applied in the Complaints Procedure. A client is designated as "**Client**" in the Complaints Procedure.

### 2. General Principles

- (1) This Complaints Procedure stipulated procedures and processes for filing and settlement of Clients' complaints.
- (2) All received complaints are involved into internal records of the Company, including but not limited to information concerning the date of receipt of the complaint, result of the Complaints Procedure and information delivered to the Client, including the date and method of the delivery.

### 3. Essentials of the Complaint

- (1) Any complaint shall contain the data concerning the Client stated below:
  - name and surname / trade name of the Client,
  - telephone and e-mail,
  - general contract number, if concluded,
  - number of the payment order the complaint refers to,
  - type and number of transaction the complaint refers to,
  - identification of the person, toward which the complaint is directed,
  - an exact reason of the complaint, i.e. particular description of the problem reproached the Company, along with determination what the Client claims for,
  - a copy of contractual documentation or other sources (e.g. bank statement, a copy of payment order, contract etc.) the complaint refers to.
- (2) If the Client is represented on the basis of a power of attorney, the power of attorney shall be granted by the Client with the officially verified signature.

### 4. Filing and Handling Complaints

- (1) Faulty performance is necessary to be applied by filing a complaint without any due delay after the Client finds out any faults, however, not later than in the term stipulated by relevant contractual provisions and legal regulations and simultaneously within the period of limitation. The Client is entitled to exercise the right to damages within a three-year period commencing on the day when the Client is acquainted or could be acquainted with damage and responsibility concerning such damage. The Company does not provide performance of time-barred claims.
- (2) A complaint may be filed:
  - in writing, to the registered address of the Company: Husova 282, Staré Město, 739 61 Třinec, Czech Republic
  - in writing, to the e-mail address: reklamace@devizy.cz
- (3) After its delivery the complaint is passed on a competent person to be handled.
- (4) The period for handling a complaint is 30 calendar days. In case of settlement of a complaint **from the sphere of payment services** the period for its settlement is **15 working days** according to the law and commences on the day following delivery of the complaint to the registered office of the Company. Handling complaints is in the order in which they are delivered to the Company.
- (5) If any obstacle independent on its will prevents the Company from replying within 15 working days, the Company shall notify the Client of the reason of such an obstacle within this period and reply not later than within 35 working days after the date of delivery of the complaint and notify the Client of another chosen procedure, particularly of the nearest term in which the complaint is going to be settled. If the sources of a complaint delivered by the Client are not complete, the Company reserves the right to ask the Client for completing such missing data. The period for handling the complaint according to the previous clause commences after the Client delivers all missing data to the Company.
- (6) A complaint shall not be accepted and further handled in the event that:
  - a method, form or essentials of filing a complaint, stated in the article 3 and 4 hereof, are not observed even in an additional period provided by the Company for completing or correcting such filing,

- any proceedings before a court or arbitrator has been initiated in the matter itself or a court or arbitrator has decided on such a matter,
  - a person who filed a complaint is not the Client of the Company or is represented by a proxy on the basis of a insufficient power of attorney,
  - a complaint does not refer to the products or services offered by the Company,
  - filing a complaint is an apparent misuse of the instrument of complaints,
  - shredding periods for relevant type of documents expired.
- (7) A complaint shall be refused also in the event that such a complaint related to the same subject is filed repeatedly and fails to bring any new facts. The Client shall be notified of that fact in writing.
- (8) If the reasons for refusal of the complaint under the clause (6) or (7) are cancelled, the Company handles the complaint, whereas the periods for its handling commences on the day on which the particular reason is cancelled.
- (9) The Client shall be notified of the result of settlement of the complaint via e-mail or other method agreed with the Client. The day of delivery of the result of such settlement is considered the day of delivery of e-mail or receipt of the recommended letter. If email or the letter is not delivered and is returned to the Company as an unclaimed (it refers only for a letter) or undelivered, the day of delivery is considered the day on which the letter is returned to the address of the Company.
- (10) The costs of the settlement of a complaint are born by the Company. The Client's costs related to preparation and lodging a complaint are born by the Client. The Company reserves its right to charge the costs of a complaint to the Client in the event that the complaint related to the same subject is lodged repeatedly and fails to bring any new facts, or in case of a manifestly unauthorized or meaningless complaint.
- (11) In case of Client's discontent with a settlement of a complaint, the Client is entitled to contact following institutions for out-of-court settlement of a dispute:
- The Office of Financial Arbiter ([www.finarbitr.cz](http://www.finarbitr.cz)) based at Legerova 69, 110 00 Prague 1 for the sphere of financial services stated in the Act No. 229/2002 Coll., provided for the financial arbiter, as amended;
  - The Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) or an entity authorized by the Ministry of Industry and Trade and published on its website ([www.mpo.cz](http://www.mpo.cz)) in the event that the competence of the financial arbiter is not given.
- (12) The Client may further notify the Czech National Bank ([www.cnb.cz](http://www.cnb.cz)), based at Na Příkopě 28, 115 03 Prague 1, which is a body of supervision over observance of obligations of the Company.
- (13) In case of out-of-court settlement of a dispute, the Client's right to turn to a court is not affected.

## 5. Final Provisions

- (1) Procedures stipulated herein are bound for all Clients of the Company as well as for all its employees.
- (2) The Complaints Procedure is at disposal on the website of the Company and in the registered office of the Company.

The Complaints Procedure is in force and effect from 1 April 2018