

RULES FOR THE HANDLING OF COMPLAINTS AND CLAIMS

Business Credit s.r.o. issues the following internal regulation:

I. INTRODUCTORY PROVISIONS

§ 1 Applicability

(1) These Complaint Rules regulate the procedures for proper, free and prompt handling of complaints or claims made by potential or existing clients of the Company (hereinafter referred to as "Customers") in connection with the offering and providing of payment services by the Company. (2) Customers are entitled to file complaints or claims under these Complaints Rules in relation to all activities that occur in the provision of payment services by the Company.

§ 2 Purpose of the Complaint Rules

(1) The purpose of these Complaint Rules is to determine the rules for the communication of customers and the Company in the filing and handling of complaints or claims and to define the content requirements of such complaints and claims.

§ 3 Definitions

(1) A **claim** means the filing of a Customer against the method of performance of an activity in the provision of a payment service or against the result of such activity, which have a direct effect on the rights or obligations of the customer as the person making the payment transaction.

(2) A **complaint** means the filing of a Customer against an action of the Company in dealing with the Customer, against the method of communication with the Customer, the form and content of the information provided to the Customer, etc., without the result of the settlement of such filing establishing the right of the Customer to new or other performance.

II. RECEIVING, DISCUSSING AND SETTLING OF A CLAIM OR COMPLAINT

§ 4 Filing a complaint or claim

(1) A Customer is entitled to file a complaint or claim by phone, fax, post or e-mail.

(2) The following contact details are specified for filing a complaint or claim:

a) When filed in person or by post at

Za Mototechnou 1619, Stodůlky, 155 00 Prague 5

- b) When filed by phone, at phone number: +420296330873
- c) When filed electronically, at email address: support@bcpay.me / info@bcpay.me

§ 5 Customer identification

(1) A Customer filing a complaint or claim is obliged to inform the Company about his/her/its details:

- a) In the case of a natural person, the name and surname, birth identification number/contract number, address;
- b) In the case of a legal person, the business name or name, including the distinctive supplement or additional designation, its registered office, name and identification of the natural person acting on its behalf when asserting a claim or complaint.

(2) If a complaint or claim is submitted by fax, post or e-mail, the Company will find out, based on the given identification details and the subject of the complaint, whether the Customer is the person authorised to act in this matter. If the information from the written submission is not sufficient, the Company will invite the sender to complete it or to discuss it personally.

(3) On verbal submission of a claim or complaint, the Company will obtain the Customer's identification details and make a record of the complaint or claim, with which the Customer will become acquainted and which he/she/it will confirm with signature. The Company is entitled to record the phone call when a complaint or claim is filed by phone.

(4) If a complaint or claim is filed by a representative of the Customer, the representative must submit a power of attorney issued by the Customer to exercise the complaint or claim with the Company.

(5) If identification of the Customer confirming the Customer's authorisation to act in the matter in question is not properly submitted even at the request of the Company, the Company will postpone the received complaint or claim without any action taken. The Company will notify the person who has filed the complaint or claim, including the reasoning.

(6) The Company does not deal with anonymous complaints or claims. If the Company receives an anonymous complaint or claim, the Company will register such a complaint or claim but will not address it.

§ 6 Determining the subject of the complaint or claim

(1) In his/her/its complaint or claim, the customer is obliged to clearly and concisely indicate the subject of his/her/its complaint or claim.

(2) Together with the complaint or claim, the Customer is obliged to submit documents by which he/she/it identifies the subject of the complaint or claim and proves the legitimacy of

his/her/its complaint or claim. Additional information is required from the Customer if incomplete documents are submitted.

(3) In the event that the Customer fails to submit the necessary documents or submits these documents only partially for a complaint or claim, the Company is entitled to call the Customer to submit further documents relating to the complaint or claim. The Customer is obliged to submit the required documents to the Company not later than fifteen (15) days from the date of delivery of the Company's call. The Company's deadline for settling the complaint or claim is extended by this period.

(4) If the required documents are not submitted by the Customer not even after a call of the Company, the Company will investigate and handle the Customer's complaint or claim on the basis of incomplete documents submitted by the Customer or based on documents registered in the Company. If such a procedure is not possible, the Company will postpone the complaint or claim after the expiry of the specified deadline for submitting the required documents without any material settlement.

§ 7 Complaint or claim assessment

The legitimacy or illegality of a complaint or claim will be decided on by the Company after investigating the facts stated by the Customer in his/her/its complaint or claim.

§ 8 Time for settlement

(1) The Company is obliged to settle a complaint or claim within fifteen (15) working days from the date of receipt of the Customer's complaint or claim.

(2) In the event that the Customer gives incomplete details in the complaint or claim or does not submit the necessary documents, the complaint or complaint will be settled within fifteen (15) working days from the date the Customer has completed the complaint or claim.

§ 9 Termination of the right to claim

The Customer is obliged to file a claim for defective performance without undue delay after having found defects in the provided performance, however, not later than in the general limitation period for the claim in question.

§ 10 Information on settlement

(1) The Company informs the Customer about the settlement of the complaint or claim.

(2) On the receipt of a complaint or claim by e-mail, the Company will notify the Customer of the settlement of the complaint or claim by e-mail at the Customer's email address. If a complaint or claim is received in any other way, the Company will notify the Customer of its settlement in writing by post at the delivery address of the Customer registered in the Company.

(3) Information on the settlement of a complaint or claim must be sent to the Customer within the time limit for its settlement. The latest possible date when the Customer must always

be sent information about the settlement of the complaint or claim is the 35th working day after the date of receipt of the complaint or claim.

§ 11 Asserting claims of the Customer

(1) If the Customer does not agree with the settlement of his/her/its complaint or claim, he/she/it may contact, with his/her/its matter, the FINTRAC Canada or FinCEN USA as the supervisory authority responsible for supervising the compliance with obligations in the field of payment services.

(2) In the event that the Customer asserts property claims, he/she/it may contact a competent court with his/her/its claims. All disputes arising from the provision of payment services between the Company and the Customer that fail to be resolved amicably will finally be settled by the general courts of the USA and Canada.

(3) A Customer that is a consumer has the right to an out-of-court settlement of a consumer dispute arising from the provision of payment services through the Financial Arbitrator of the USA and Canada. Proceedings before the Financial Arbitrator are initiated upon a proposal. The proposal may be submitted on the form issued by the Financial Arbitrator at <https://www.fincen.gov/> and <https://www.fintrac-canafe.gc.ca/intro-eng>

III. SPECIAL CASES OF CLAIMS RELATING TO PAYMENT SERVICES

§ 12 Claims of an unauthorised payment transaction

(1) An unauthorised payment transaction is a transaction for which the Customer, as the payer, has not given consent.

(2) The Company is obliged to resolve an unauthorised payment transaction not later than by the end of the following working day from the day on which it received a claim from the Customer regarding the unauthorised payment transaction.

(3) The Company deals with a claim of an unauthorised payment transaction in the manner specified in the Payment System Act.

§ 13 Claim of an incorrectly executed payment transaction

(1) An incorrectly executed payment transaction is a transaction that has been made:

- a) In conflict with the payment order of the Customer as the payer and/or
- b) In conflict with the payment order of the payer and the funds were credited to the customer payment account of the Company.

(2) Immediately after receiving a claim of an incorrectly executed transaction, the Company is obliged to initiate steps to correct it.

(3) The Company is not obliged to correct an incorrectly authorised payment transaction if the funds are credited to the recipient's payment account with any other payment service provider. However, the Company must prove this fact.

- (4) If funds are credited to the customer payment account of the Company based on an incorrectly executed payment transaction, the Company is obliged to take actions to correct the incorrectly executed payment transaction immediately after receiving its claim.
- (5) The Company deals with a claim of an incorrectly executed payment transaction in the manner specified in the Payment System Act.