



Complaints Handling Rules

Article I Fundamental Provisions

1. The Complaints Handling Rules governs all the legal relationships between Payout and a payment service user when handling complaints filed by the payment service user related to the correctness and quality of services provided to the payment service user by Payout (hereinafter referred to as the “**Complaints Handling Rules**”). The Complaints Handling Rules shall form an integral part of GTC.
2. Complaint shall mean a written filing of the payment service user (pursuant to provision of Sec. 89 of the Act on Payment Services) in relation to the correctness and/or quality of a service provided by Payout. The Complaint shall also mean a claim of the payment service user for checking of the correctness and quality of the provision of payment services carried out for the payment service user or at its request via Payout Information System (hereinafter referred to as the “**Complaint**”).
3. The Complaint must be legitimate, i.e. it must be evident from it who is filing it, what they claim, and it must be made without undue delay after following the discovery of the cause of the Complaint. The periods for filing the Complaint are duly provided for by the Act on Payment Services, unless otherwise provided herein.
4. The Complaints Procedure is a procedure commencing on the proposal of the payment service user (Complaint), which contains a request for checking the correctness and/or quality of the services provided by Payout hereunder and under the applicable laws, especially the Act on Payment Services (hereinafter referred to as the “**Complaints Procedure**”).
5. The following shall not be the Complaint:
 - a) a request of the payment service user for identification of the payment or identification of the payer, or a depositor to the account of the payment service user;
 - b) a request for a refund, for arrangement of the refund or for identification of the payee;
 - c) a request for a copy of a proof of payment;
 - d) a payment service user’s initiative for change and/or adjustment and/or improvement of the services provided by Payout;
 - e) a complaint of the payment service user containing apparently false claims found by Payout, which cause extinction of the right of the payment service user to claim rectification or other consideration by Payout;

f) other claims of informative character, not leading to a dispute, the subject of which is not a request of the payment service user for checking the correctness and/or quality of the services provided by Payout.

**Article II
Filing the Complaint**

1. The payment service user may file the Complaint:
 - a) through electronic means (email) to: contact@payout.one; or
 - b) through a complaint form located on Payout website (www.payout.one).

**Article III
Content of the Complaint**

1. In the Complaint, the payment service user shall state especially its identification data and detailed description of the cause of complaint.
2. The payment service user shall be obliged to attach to the Complaint all the documents which prove the facts it claims, with the period for handling the Complaint commencing on the date when all the claimed facts have been proven to Payout; proving of such facts by the payment service user shall be necessary for proper conduction and completion of the Complaints Procedure.
3. For the purpose of completing the information necessary for completion of the Complaints Procedure, Payout shall be entitled to contact the payment service user, also by phone, to request supplementation of necessary data in form and manner according to instructions given by Payout.
4. If the payment service user does not specify the claim which is subject of the Complaint or does not supply the required documents in the appropriate period set by Payout, Payout shall postpone the Complaint.

**Article IV
Legitimacy of the Complaint**

1. Payout shall only handle the legitimate Complaints.
2. The Complaint shall be deemed legitimate when meeting the following conditions:
 - a) the Complaint complies with the applicable law and good manners;
 - b) the Complaint is filed by an eligible person;

- c) the facts stated in the Complaint are truthful;
- d) the Complaint is filed in the period set in Article I Clause 3 hereof;
- e) the Complaint meets all requirements hereunder.

Article V Handling of the Complaint

1. Payout shall, without undue delay, acknowledge to the payment service user the receipt of the Complaint in appropriate manner (especially electronically, e.g. by email).
2. If there are discrepancies in the Complaint, e.g. it does not emerge from it clearly what the payment service user demands, Payout shall ask the payment service user to remove the discrepancies, or to supplement information pursuant to Article III Clause 3 hereof.
3. Payout shall decide on the legitimacy of the Complaint without undue delay, however, no later than within 15 working days following the delivery of the Complaint to Payout. Payout shall give the payment service user a reply to the Complaint and its reasoning in electronic form. If there is a legitimate reason and the period of 15 working days cannot be met, Payout shall be obliged to give the payment service user a preliminary reply, including clear reasoning for the delayed reply to the Complaint and the term of the final reply. The period of delivering the final reply must not exceed 35 working days.
4. If the legitimacy of the payment service user Complaint is confirmed, Payout shall, without undue delay, take remedial action and notify the payment service user of such action in writing; provisions of Clause 1 of this Article hereof shall be properly applied in relation to such notification.
5. Payout shall notify the payment service user in writing of handling the Complaint, either via email or another appropriate manner.

Article VI Costs Related to the Complaint

1. Costs related to making and filing of the Complaint, including annexes to it, shall be borne by the payment service user, as a filer of the Complaint.
2. Costs related to handling of the legitimate Complaint shall be borne by Payout.

Article VII Final Provisions

1. If the payment service user is not satisfied with the manner of handling of the Complaint by Payout, Payout shall be obliged to provide repeated explanation and inform the payment service user on other options of enforcement of its Complaint, e.g. on availability of the mechanism of alternative dispute resolving, etc.
2. Regardless of enforcement of the Complaint by the payment service user, the payment service user shall be obliged to meet its liabilities towards Payout also during the term of the Complaints Procedure; this shall also apply in case the Complaint is legitimate.
3. If the breach of obligations of Payout has been caused by the ground for exemption within the meaning of the provisions of the Commercial Code or a special regulation, Payout shall bear no liability for such breach. Payout shall bear no liability either for a damage incurred to the payment service user as a consequence of enforcement of a delayed Complaint.
4. The procedure pursuant to special regulations under Clause 3 of this Article hereof shall be especially:
 - a) if Payout, in compliance with the provisions of Sec. 15 and 16 of Act No. 297/2008 Coll. on the prevention of legalization of proceeds of criminal activity and terrorist financing and on change and amendment of certain acts, refuses to carry out a commercial operation (payment operation) or withhold an unusual commercial operation (payment operation),
 - b) if Payout, in compliance with provision of Sec. 39 of Act No. 202/1995 Coll., the Foreign Exchange Act, does not carry out any payments from this country to a foreign country and does not transfer funds abroad while the state of emergency is declared in foreign-exchange economy,and Payout shall not bear liability for such procedure.
5. Rights and obligations of Payout and the payment service user in the Complaints Procedure shall be governed hereunder, by the Agreement and GTC, as amended as of the date of enforcement of the Complaint.
6. Payout shall, at any time, be entitled to change or completely replace this Complaints Handling Rules. Payout shall be obliged to publish any change hereto on its website prior to such change taking effect.