

RETURN POLICY

Article I Basic provisions

1. The Complaints Procedure shall govern all legal relations between Payout and the payment service user in the handling of complaints from the payment service user concerning the accuracy and quality of the services provided by Payout to the payment service user (hereinafter also referred to as the "Complaints Procedure"). The Complaints Procedure is an integral part of the GTC.
2. Complaint means a written submission by a payment service user (pursuant to the provisions of Section 89 of the Payment Services Act), which is directed against the accuracy and/or quality of the service provided by Payout. Complaint shall also mean a claim by a payment service user to verify the correctness and quality of the provision of payment services carried out through the Payout Information System for the payment service user or at the request of the payment service user (hereinafter referred to as "Complaint").
3. The Claim must be qualified, i.e. it must be clear from the Claim who is making it, what is claimed and it must be made without delay after the fact complained of has been ascertained. The time limits for filing a Complaint shall be governed by the provisions of the Payment Services Act, unless otherwise specified in these Complaints Regulations.
4. The Complaint Procedure is a procedure initiated upon a proposal by a payment service user (the "Complaint"), which includes a request for verification of the correctness and/or quality of the services provided by Payout pursuant to these Complaint Regulations and the relevant legislation, in particular the Payment Services Act (hereinafter referred to as the "Complaint Procedure").
5. A Complaint is not:
 - A. a request by a payment service user to identify a payment or to identify the originator of a payment or the depositor into the payment service user's account;
 - B. a request for a refund of a payment, for mediation of a refund of a payment or for identification of the payee;
 - C. a request for a copy of the proof of payment;
 - D. a suggestion by the payment service user to change and/or modify and/or improve the services provided by Payout;
 - E. a complaint by a payment service user where Payout has established a manifestly false statement of fact in the complaint and this has the effect of extinguishing the payment service user's right to seek redress or other consideration from Payout;
 - F. other requests which are of a non-contentious informational nature and which are not the subject of a request by the payment service user to verify the accuracy and/or quality of the services provided by Payout.

Article II Method of lodging a Complaint

1. The payment service user may lodge a Complaint:
 - A. by electronic means (e-mail) to: contact@payout.one; or
 - B. via the complaint form located on Payout's website (www.payout.one).

Article III Content of the Complaint

1. In the Complaint, the Payment Service User shall, in particular, provide his/her identification data and a detailed description of the fact complained of.
2. The Payment Service User shall be obliged to attach to the Complaint all documents proving the facts alleged by him/her, provided that the time limit for the processing of the Complaint shall commence only from the date on which all the facts alleged have been proven to Payout and the proof of which by the Payment Service User is necessary for the proper conduct and conclusion of the Complaint Procedure.
3. For the purpose of completing the information necessary for the conclusion of the Complaint Procedure, Payout shall be entitled to contact the Payment Service User, including by telephone, with a request to complete the necessary information in the form and manner as instructed by Payout.
4. If the Payment Service User does not specify the Claim or complete the required documents within a reasonable period of time as determined by Payout, Payout shall postpone the Claim.

Article IV Eligibility of Claim

1. Payout shall only process Qualified Claims.
2. A Claim shall be deemed to be a Qualified Claim if, in particular, the following conditions are met:
 - A. The Complaint is in accordance with the law and good morals,
 - B. The Claim is made by an authorised person,
 - C. The facts stated in the Complaint are true,
 - D. The Complaint is submitted within the time limit set out in Article I, paragraph 3. Complaint,
 - E. The Complaint meets all the requirements of these Complaint Regulations.

Article V Handling of the Complaint

1. Payout shall promptly acknowledge receipt of the Complaint to the Payment Service User in writing in an appropriate manner (in particular electronically, e.g. by e-mail).
2. If the Complaint is deficient, e.g. it is not clear what the Payment Service User is claiming, Payout shall invite the Payment Service User to remedy the deficiencies or to complete it in accordance with Article III(3). of the Complaints Procedure.
3. Payout shall decide on the validity of the Complaint without delay, but at the latest within 15 working days from the date of receipt of the Complaint by Payout. Payout shall provide the Payment Service User with a response to the Complaint and the reasons for the Complaint electronically. If justified and the 15 working day deadline cannot be met, Payout shall provide the Payment Service User with an interim response clearly stating the reasons for the delay in responding to the Complaint and the deadline for the final response. The deadline for the final response shall not exceed 35 working days.
4. Where the Complaint is directed against the provision of payment services in a currency other than the euro or the currency of a State which is a Contracting Party to the Agreement on the European Economic Area within the European Economic Area, paragraphs 1 to 3 of this Article shall apply mutatis mutandis, but the time limit for the overall handling of such Complaint shall not exceed 35 working days, and in complex cases not more than 6 months.
5. If the validity of the Payment Service User's Complaint is confirmed, Payout shall promptly implement the corrective measures and notify the Payment Service User thereof in writing; the provisions of paragraph 1 of this Article of the Complaints Procedure shall apply mutatis mutandis to the notification.
6. Payout shall inform the Payment Service User in writing of the settlement of the Complaint by e-mail or other appropriate means.

Article VI Costs of the Complaint

1. The costs associated with the execution and submission of the Complaint, including its attachments, shall be borne by the Payment Service User as the submitter of the Complaint.
2. The costs associated with the processing of an eligible Complaint shall be borne by Payout.

Article VII Final Provisions

1. In the event that the Payment Service User is not satisfied with the manner of the Claim by Payout, Payout shall be obliged to explain its position repeatedly and inform the Payment Service User about other options for the application of his Claim, e.g. about the availability of alternative dispute resolution mechanism, etc.
2. Irrespective of the payment service user's filing of a Complaint, the payment service user shall be obliged to fulfil its obligations towards Payout even during the Complaint procedure, even if its Complaint is justified.
3. If the breach of obligations by Payout was caused by circumstances excluding liability within the meaning of the provisions of the Commercial Code or a special regulation, Payout shall not be liable for such breach. Payout shall also not be liable for any damage incurred by the Payment Service User as a result of the late filing of a Complaint.
4. In particular, the following shall be deemed to be proceedings under the special regulations pursuant to Paragraph 3 of this Article of the Complaints Regulations:
 - A. if Payout, in accordance with the provisions of Sections 15 and 16 of Act No. 297/2008 Coll. on protection against legalization of proceeds of crime and on protection against financing of terrorism and on amendment and supplementation of certain acts, refuses to execute a business operation (payment operation) or intercepts an unusual business operation (payment operation),
 - B. if Payout, in accordance with the provisions of Section 39 of Act No 202/1995 Coll. Foreign Exchange Act, Payout shall not make any payments from domestic to foreign countries and shall not transfer funds abroad during the declaration of a foreign exchange emergency, and Payout shall not be held liable for such actions.
5. The rights and obligations of Payout and the Payment Service User in the Complaint Procedure shall be governed by these Complaint Regulations, the Agreement and the GTC as in force and effect on the date of the Complaint.
6. Payout shall be entitled to amend or replace this Complaint Procedure in its entirety at any time. Payout shall post any change to the Complaint Procedure on Payout's website prior to the effective date of such change.