

Complaints Rules

1. Introduction

- (1) These Complaints Rules lay down the rules and procedures for filing and processing complaints and complaints of clients of FORTISSIMO, spol. s r.o. with registered office at Lidická 1264, Třinec, postcode 739 61 registered in the Register of Companies at the Regional Court in Ostrava, Section C, Insert 8296 (hereinafter referred to as "the Company").
- (2) The Client of the Company is entitled to lodge a Claim if it believes that the Company has failed to comply with the contractual terms or has failed to comply with its legal obligations. The Complaints Rules apply not only to the settlement of complaints but also to complaints, ie filings in which the complainant seeks to protect his or her interests not governed by a contractual engagement with the Company (eg improper behavior). For a Claim or complaint is also used in Complaint Rules „Claim“. Both the client and the complainant use the aggregate "Client" in these Complaints Rules.

2. General principles

- (1) These Complaints Rules provide for procedures and processes for submission and handling of Client's Claims.
- (2) All internal Claims are kept by the Company, which includes, but is not limited to, information on the date of receipt of the complaint, the outcome of the complaint procedure and the information submitted to the Client, including the date and method of transmission.

3. Claims

- (1) Complaints must include the following information about the Client:
 - name and surname / business name of the Client,
 - telephone and e-mail contact,
 - the number of the General Agreement, if it has been concluded,
 - the number of the payment order to which the Claim relates,
 - the type and business number to which the complaint relates,
 - identification of the person to whom the complaint is directed,
 - The exact reason for the Claim, a specific description of the problem the Company is being criticized, along with determining what the Client is seeking,
 - a copy of the contractual documentation or other documentation (eg statement of account, copy of the payment order, contract, etc.) to which the Claims relate.
- (2) Where the Client is represented by a power of attorney, a power of attorney granted by the Client with an officially authenticated signature is required.

4. Submission and course of Claim

- (1) The defects of the fulfillment must be exercised by the Claim without undue delay after the Client has discovered the defects of the fulfillment, but at the latest within the term stipulated by the respective contractual arrangements and legal regulations and at the same time at the latest within the limitation period. The Client may be entitled to Claim damages at the Company within a three-year period running from the day he or she learned or could find out about the damage and who is responsible for it. The Company does not provide the benefit of the limitations.
- (2) The complaint may be filed:
 - in writing to the registered office of the Company: Lidická 1264, Třinec, PSČ 739 61
 - in writing to the e-mail address: reklamace@devizy.cz
- (3) Upon delivery, the Claim shall be handed over to the responsible officer.
- (4) The deadline for settling the complaint is 30 calendar days. In the case of a complaint in the field of payment services, the deadline for processing a complaint in accordance with the Payment System Act is 15 working days and starts to run on the day following the delivery of the complaint to the Company's registered office. Complaints are processed in the order in which they were delivered to the Company.
- (5) If the Company fails to respond within 15 working days of an obstacle independent of its will, it shall inform the Client within that period of the reason for the obstacle and shall respond within 35 business days from the date of receipt of the complaint and inform the Client about the other selected procedure, where the complaint will be processed. Unless the evidence of the complaint provided by the Client is complete, the Company reserves the right to ask the Client to fill in the missing data. The deadline for settling the Claim under the previous paragraph begins to run only after the Company's Client has supplied all missing data.

- (6) Complaints will not be accepted and further processed if:
- the form, form or Claim for filing referred to in Articles 3 and 4 of these Complaints Rules has not been followed, even within the additional time period provided by the company to supplement or correct the filing,
 - in the merits of the case, a court or arbitrator has been brought or a court or arbitrator has already decided on the case,
 - the person who filed the complaint is not a Client of the Company, or is represented by an agent on the grounds of lack of power of attorney,
 - the Claim does not concern the products or services offered by the Company,
 - the complaint is a clear misuse of the Complaints and Complaints Institute,
 - the retention periods for the relevant document type have passed.
- (7) Complaints will also be rejected if complaints concerning the same subject are repeated and do not bring any new facts. The client will be informed in writing of this fact.
- (8) If the grounds for rejecting a complaint under paragraph (6) or (7) are no longer fulfilled, the Company shall settle the Claim, and the time limits for its consideration shall begin to run from the date on which the reason was dropped.
- (9) The Client shall be informed of the outcome of the complaint settlement by email or otherwise agreed with the Client. The day of delivery of the response to the complaint is considered to be the day of delivery of the email message or the receipt of the registered letter. If the email or letter is not delivered and the Company is returned as non-picked (only for the letter) or undeliverable, the day of delivery is considered the day the letter was returned to the Company's address.
- (10) The Claim settlement costs are covered by the Company. Client's costs associated with preparing and submitting the Claim are covered by the Client. The Company reserves the right to charge the Claim to the Client if a complaint relating to the same subject is repeated and does not bring any new facts or in the case of a manifestly unjustified or unreasonable Claim.
- (11) In the event of Client's dissatisfaction with the settlement of the Claim, the Client is entitled to apply for an out-of-court settlement of the dispute to:
- The Financial Arbitrator Office (www.finarbitr.cz) with its registered office at Legerova 69, 110 00 Praha 1 for the financial services referred to in Act No. 229/2002 Coll., On the Financial Arbitrator, as amended;
 - Czech Trade Inspection (www.coi.cz) or a body authorized by the Ministry of Industry and Trade and published on its website (www.mpo.cz) in cases where the Financial Arbitrator is not competent.
- (12) The Client may also contact the Czech National Bank (www.cnb.cz), headquartered at Na Příkopě 28, 115 03 Praha 1, which is the oversight body of the Company's obligations.
- (13) In the case of out-of-court settlement of the dispute, the Client's right to apply to the court is not affected.

5. Final Provisions

- (1) The procedures set forth in these Complaints Rules are binding on all Company Clients as well as on all its employees.
- (2) The Complaint Rules are available on the Company's website and at the registered office of the Company.

These Complaints Rules are valid and effective from April 1, 2018.