**Claims Procedure**

1. **Introduction**
2. ThisClaims Proceduresets out the rules and procedures for submitting and settlingthe claims and complaintsof clientsof **ABAPay s.r.o.,** Company ID No. 29415152, registered office: Vinohradská 3216/165, Prague, Czech Republic, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert178361 (hereinafter the “**Company**”).
3. Clients of theCompanyshall be entitled to submitclaims in the event that they believe that the Company did not adhere to the agreed contractual terms, or that it did not fulfil the obligations arising from legal regulations. The Claims Procedure relates not only to resolving claims, but also complaints, i.e. submissions in which the complainant requests the protection of his or her interestsnot regulated by the liability contractual relationship with the Company (e.g. unsuitable behaviour). For claims or complaints,hereinafter in the Claims Procedureshall be used the collective designation “**claims**”. For the client and complainant hereinafter in thisClaims Procedureshall be used the collective designation “**Client**”.
4. **General Principles**
5. ThisClaims Proceduredetermines the procedures and steps for the submission and settling of theclaimsof Clients.
6. The Company maintains an internal record of all claims received, which includes in particular, butnot limited to, information on the date of receipt of the claims, the outcome of the claims proceedings and the information provided to the client, including the date and method of transfer.
7. **Particulars ofClaims**
8. Claimsmust contain the following information:

* name and surname / trade name of theclient,
* telephone and e-mail contact,
* Framework Agreement number, if concluded,
* the number of the instruction or payment order to which the claims relate
* identification of the person toward whom the complaint is directed
* the exact reason for the claim, i.e. a specific description of the issue that concerns the Company, along with a determination of what the client is seeking,
* copy of contractual documentation or other documents (e.g.account statement, copy of payment order, contract, etc.) that theclaim relates to.

1. If the clientis representedon the basis of Power of Attorney, Power of Attorney granted by theclientwith an officially certified signatureis required.
2. **Submission and Course ofClaims**
3. Claimsmust be exercised toward defects to fulfilment without undue delay after theClient learns of thedefects to fulfilment, at the latest by the deadline set out by the relevant contractual arrangements and legal regulations, at the latest in the limitation period. The right to compensation for damages may be exercised by theClientwith theCompanywithin a three-year periodrunning from the date when the client learned or could have about damages, and about who is responsible for them. The Companydoes not provide fulfilment fromtime-barred claims.
4. Claimmay be submitted:

* in writing to the address of the Company's registered office: Vinohradská 3216/165, Prague, Czech Republic
* in writing to e-mail address: [info@abapay.eu](mailto:info@abapay.eu)

1. Upon delivery,claims are transferred for settling to the Company Managing Director.
2. The claims settlement deadline is 30 calendar days. In the event of settling claims **from payment services**, the deadline for settling claims in accordance with the Payment System Act is **15 business days** and begins running on the date of delivery of claimto the Company’s registered office. Claims are settled in the order in which they were delivered to the Company.
3. If the Company is hindered by an impediment independent of its willingness to respond to a claim relating to payment services within 15 business days, the Company shall impart to the Client within such a period any impediments to its timely response and respond no later than within 35 business days of the receipt of the claim, as well as about a further chosen procedure, in particular the earliest date in which claim will be settled. If the documents to the claim provided by the clientare not complete, the Company reserves the right to request the clientto fill in the missing data. The time limit for settling claims under the previous paragraph shall begin running only after the clientprovides to the company all of the missing data.
4. A claim will not be accepted and further processed in the following cases:

* if the method, form or requisites for submitting a claim specified in Article 3 or 4 ofthis Claims Procedure were not adhered to, even within the additional time period that the company provided for supplementation or correcting the submission,
* proceedings were initiated in the case before a court or arbitrator, or a court or arbitrator have already decided in the case,
* the person who submitted the claim or complaint is not a client of the Company, or is represented by an attorney on the basis ofinsufficient Power of Attorney,
* the claim does not relate to the offered products or services of the company,
* the submission of the claim constitutes obvious abuse of the claims and complaints institute,
* the retention periods for the relevant type of documents have expired.

1. In the event that a claim relating to the same subject is submitted repeatedly and does not provide any new facts, the claim will be refused, and the client shall be informed of this fact in writing.
2. The client will be notified of the outcome of claim via e-mail or otherwise as agreed with the client. The date of delivery of the outcome of claims or complaints shall be considered the date of delivery of the e-mail message or the receipt of a registered letter. If the e-mail or letter is not delivered and is returned to the Company as not picked up (valid only for the letter) or undeliverable, the date of delivery is considered the day the letter was returned to the Company address.
3. The costs for settling claims shall be borne by the Company. The costs of the Client associated with the preparation and exercising of claims shall be borne by the Client. The Company reserves the right to invoices costs to the claim of the Clientin the event thata claim relating to the same subject is submitted repeatedly and does not provide any new facts, or in the event of apparently unjustified or unreasonable claims.
4. If the client is not satisfied with how a claim was settled, the Client shall be entitled to contact the following for the purpose of out-of-court settlement of the dispute:

* The Office of the Financial Arbitrator (www.finarbitr.cz) for the area of financial services specified in Act No. 229/2002 Coll., on the Financial Arbitrator, as amended.

1. The Client may also contact the Czech National Bank (www.cnb.cz), with its registered office at Na

Příkopě 28, 115 03 Prague 1, which is an authority supervising that the Company adheres to its obligations.

1. In the event of out-of-court settlement of the dispute, the right of the client to contact the court shall not be affected.
2. **Closing Provisions**
3. The procedures set out inthisClaims Procedureare binding for all of the Clients of theCompany, and for all of its employees.
4. The Claims Procedureis available on the Company's website and at theCompany's registered office.

ThisClaims Procedureis valid and effective as of 1September 2018.