

# RULES FOR HANDLING USERS' COMPLAINTS AND CLAIMS OF USERS (COMPLAINTS PROCEDURE)

Each client of the EXCHANGE s.r.o. company, ID 25777726, with registered office at Štefánikova 203/23, Smíchov, 150 00 Prague (hereinafter to be referred to as the "Company") has the right to express its dissatisfaction with the provision of payment services, currency exchange services or conduct of employees of the Company in the form of withdrawal, complaints or claims.

## For the purposes of these rules

- **Withdrawal** means the Client's right to withdraw from a concluded cash transaction in a foreign currency without giving any reason within three hours of the conclusion of the transaction during the normal working hours of the exchange office, up to a maximum amount of EUR 1,000 or its equivalent converted at the current exchange rate announced by the CNB.
- **Claims** shall be understood the Client's request to rectify, according to the Client's opinion, a malpractice of the Company in the provision of its services, particularly in the area of payments, such as wrongly executed Client's order to transfer funds as part of a payment service of the Company associated with the exchange of currencies.
- **Complaints** shall be understood the manifestation of the Client's dissatisfaction with the service provided, with the conduct of the Company's employee with the procedure of settling the claim, with the business terms and conditions etc.

## Particulars of withdrawals, claims and complaints

### Withdrawals

The Client has the right to withdraw from a concluded cash transaction with foreign currency without giving any reason, within three hours of the execution of the transaction within the normal working hours of the exchange office, up to the maximum value of 1000 EUR or equivalent converted by the current exchange rate announced by the CNB for the day of transaction. Any time out of the standard opening hours of the company is excluded from the three-hour period. In case of the time-limit interruption, the minimum time to exercise the right is 30 minutes after the exchange office is reopened if the three-hour period has expired meanwhile. In order to exercise the Client's right to cancel the transaction, the time of the transaction printed on the receipt is decisive. Further information on the right of withdrawal can be found at <https://www.cnb.cz/exchange>.

### Claims

Each claim must include:

- Apposite description of the subject of the complaint,
- Client's identification data and Client's number, if assigned,
- Contact address or phone or email address for further queries of the Company,
- Statement that the information provided in the claim is true and complete,
- Client's signature.

The claim shall be proven by the document which clearly identifies the claimed action, service or transaction (e.g. bank statement, a copy of the transfer order, receipt for the transaction etc.) and demonstrates the rightfulness of the claim. The Company is authorized to require the submission of additional documents and / or provision of additional information.

In the event that the Client claims that it did not authorized the executed payment transaction of the payment services or that it was executed incorrectly, the Company shall demonstrate that the procedure which allows to verify that the payment order was given, that the payment transaction was properly recorded, accounted for, and that it was not affected by a technical failure or other malfunction.

### Complaint

We recommend that the complaint includes:

- Apposite description of the subject of complaint,
- Client's identification data and Client's number, if assigned,
- Contact address or phone or email address for further queries of the Company .

If possible, we recommend that the complaint is accompanied by the appropriate evidence on the subject of complaint.

## Method of filing a withdrawal

**The client must provide the following information in relation to a withdrawal from a cash transaction in a foreign currency:**

Always in person at the business premises where the cash trade with foreign currency has been concluded, upon presentation of a proof of this trade (receipt). If the Client has no receipt, the exchange office staff can use the available technical instruments to identify the transaction of the Client. Such withdrawal from a currency exchange shall be allowed only once. In the event of a trade with a value of more than 1000, the Client shall receive a substitute receipt which cannot be used for next withdrawal from the currency exchange. Upon withdrawal, the Client shall return the paid funds and the Client shall subsequently receive the equivalent converted using the exchange rate stated on the receipt. The Client may not return the funds in the original composition of the nominals, but the returned funds must be valid and undamaged.

## Method of filing claims and complaints

**The Client may file a claim and a complaint by one of the following methods:**

- In person or in writing at the place of business or registered office business of the Company. In the event of a personal filing, the Client shall receive a copy of the filed claim showing the date of receipt of the claim, which is confirmed by an employee of the Company and with a stamp of the Company,
- In writing to the address: EXCHANGE s.r.o., Štefánikova 203/23, Prague 5, 150 00, Czech Republic

## Time limits for filing withdrawals, claims and complaints

### Withdrawals

The right of withdrawal must be exercised within the statutory period of 3 hours after the cash trade with foreign currency within the normal working hours of the exchange office. The period runs only when the business premises of the exchange office are open to customers. If the running period is interrupted, the right may still be exercised at least 30 minutes after the re-opening of the business premises.

### Claims

Claims should be filed without undue delay after receipt of the information which is the incentive to file the claim – e.g. an account statement, notification on the completed transaction, etc.

**Recommended time limit for the complaint about:**

- payment services is 30 days after the disbursement of funds to the account of the Company,
- cash exchange service is 7 days after the execution of the exchange,
- in other cases, 30 days from the execution of the transaction or service.

**Claims about cash transactions** should be made right at the cash desk of the exchange office of the Company. The maximum period for filing a claim about payment transactions is 13 months from the date of execution.

**Warning:** The Client shall always check the cash and the correctness of the cash receipt (deduction, income or expense document) immediately. In the case, that the Client refuses to identify itself, when making a deposit of the amount up to the equivalent of 1000 EUR, the settlement of the claim may be hindered or result in the refusal of the claim.

### Complaint

The complaint should be filed without undue delay. We recommend filing a complaint no later than within 30 calendar days from the date of origin of the incentive to file the complaint.

## The deadlines for handling withdrawals, claims and complaints

### Withdrawals

Immediately after of withdrawal from a cash transaction with foreign currency.

### Claims

The deadline for handling the claim is no more than 15 working days from its receipt by workers of the Company.

### Complaints

The deadline for handling the complaint is no more than 10 working days from its receipt by workers of the Company. In the event, that the claim or complaint fails to be handled within the mentioned deadline, the Company shall inform the Client within the mentioned deadline about the reasons which prevent handling the claim or complaint within the defined deadlines, and about the closest date on which the claim or complaint can be handled.

## Information on handling of withdrawals, claims and complaints

### Withdrawals

The justified withdrawal from a currency exchange shall be handled immediately after receiving the request from the Client by a worker of the Company.

### Claims

The Company shall inform the Client in writing - by mail or electronically.

### Complaints

The Company shall inform the Client in writing - by mail, electronically or by phone.

A written response to the complaint shall be sent to the Client by the Company only if this form of response is required by the Client.

Costs associated with the handling of claims/complaints raised by the Client shall be borne by the Company.

## Dispute resolution

In the event that the Client is not satisfied with the settlement of a claim, it may refer to the management of the Company. Furthermore, in the case of dissatisfaction with services or responses of the Company, the Client may refer to the following competent authorities.

Disputes arising out of the claim procedure, or when handling complaints can be resolved:

- by a competent court;
- by the Financial Arbiter of the Czech Republic in accordance with Act No. 229/2002 Coll. on the Financial Arbiter, as amended, in the event that the dispute results from the provision of payment services and if there is a competence of Czech court to resolve this dispute. Even in these cases, however, the Client's right to trial is not affected.

The address of the Financial Arbiter is:

Financial Arbiter of the Czech Republic

Legerova 1581/69, Prague 1, 110 00, Czech Republic

telephone: +420 257 042 070

email: [arbitr@finarbitr.cz](mailto:arbitr@finarbitr.cz)

data box ID: qr9ab9x

<https://www.finarbitr.cz/en/>

Each participant shall bear its own costs alone, with the exception of interpretation costs, which, according to the Financial Arbiter Act, shall be borne by the Company. The proceeding is free of charge;

- in the arbitration proceedings, if the arbitration clause to resolve this dispute is agreed between the Company and the Client.

The Client is entitled to file a complaint with the Czech National Bank.

Address of the Czech National Bank:

Czech National Bank

Na Příkopě 28, Prague 1, 115 03, Czech Republic

telephone: +420 224 411 111

email: [podatelna@cnb.cz](mailto:podatelna@cnb.cz)

data box ID: 8tgaiej

<https://www.cnb.cz/en/>

## Final provisions

A withdrawal from a contract on the exchange transaction is governed by the provision of Section 16a and following of Act No. 277/2013 Coll., on currency exchange, as amended. The handling of claims and complaints relating to the provision of payment services is governed by Sections 187 and following of the Act No. 370/2017 Coll., on payments, as amended. The handling of other claims and complaints is governed by the generally applicable laws.

These Rules for handling users' complaints and claims (Complaints Procedure) are published on the website of the Company [www.exchange.cz](http://www.exchange.cz) and in the business premises of the Company, and they are effective since 1<sup>st</sup> April 2019.