

Complaints Procedure

I. General provisions

1. This Complaints Procedure sets out the rules and procedures for the submission and settlement of claims and Complaints from the Clients of **Netera Systems s.r.o.** Company ID number: 242 26 726, with registered office at Sudoměřská 1293/32, Žižkov, 130 00 Prague 3, registered in the Commercial Register maintained with the Municipal Court in Prague, Section C, Insert 190493 (hereinafter referred to as the "Company").
2. The Client of the Company is entitled to file a Complaint in the event that the Client believes that the Company has breached its obligations arising from the contractual relationship with the Client or has failed to comply with its obligations arising from legal regulations. The Complaints Procedure applies not only to settlement of claims, but also to complaints, i.e. submissions in which the complainant seeks protection of their interests not covered by the contractual relationship with the Company (such as e.g. improper behaviour). The Complaint Procedure hereinafter uses the collective term "Complaint" for a claim or complaint. The Complaint Procedure hereinafter uses the collective term "Client" used for both the Client and the complainant.

II. General Policy

1. This Complaints Procedure sets out the procedures and processes for the submission and settlement of Client Complaints.
2. The Company shall keep an internal record of all Complaints received, which shall include, but not be limited to, information on the date of receipt of the Complaint, the outcome of the Complaint procedure and the information provided to the Client, including the date and manner of transmission. The Company shall archive the records accordingly.

III. Essential Elements of a Complaint

1. The Complaint must contain the following information about the Client:
 - a) name and surname / business name of the Client, or date of birth for a natural person, or company ID number for a natural person acting as business entity or legal person,
 - b) telephone and e-mail contact, contact address, registered office of the company,
 - c) number of the Master Agreement, if any,
 - d) date and time of execution of the payment order to which the Complaint relates or identification of the person to whom the Complaint is directed,
 - e) username (e-mail) associated with the payment and User Account to which the Complaint relates,
 - f) exact reason for the Complaint, i.e. a specific description of the problem complained of to the Company, together with an indication of what the Client is claiming,
 - g) copy of the contractual documentation or other documents (such as e.g. account statement, copy of payment order, agreement, etc.) to which the Complaint relates.
2. If the Client is represented by a power of attorney, a power of attorney granted by the Client with a certified signature is required.
3. If the Complaint fails to contain all the necessary requirements, the Company is entitled to ask the Client to submit them.

IV. Filing a Complaint

1. Defects in performance must be asserted by a Complaint without undue delay after the Client has discovered the defects in performance, but no later than within the time limit set by the applicable contractual arrangements and legal regulations and at the same time within the limitation period. The Client may claim damages from the Company within a period of three years from the date on which the Client got to know or could have known about the damage and who is responsible therefor. The Company does not provide compensation for time-barred claims.
2. Complaints may be filed to:
 - a) in writing to: Sudoměřská 1293/32, Žižkov, 130 00 Praha 3
 - b) electronically to the Company's e-mail address: podpora@neterapay.eu
 - c) through Online Banking System / User Account

V. Settlement of the Complaint

1. Upon receipt, the Complaint is handed over to the Company's executive director, who shall settle it.
2. The time limit for the settlement of the Complaint is 30 calendar days. In case of a Payment Services Complaint, the time limit for settling the Complaint in accordance with the Payment Services Act is 15 business days and starts from the date of delivery of the Complaint to the Company. Settlement of the Complaints shall be carried in the order in which they have been received by the Company.
3. If an obstacle beyond the Company's control prevents it from responding within 15 business days, it shall inform the Client within this period of the obstacles preventing it from responding in a timely manner and shall respond within 35 business days from the date of receipt of the Complaint at the latest, as well as of the subsequent course of action to be taken, in particular the earliest date by which the Complaint will be settled. If the Complaint documents provided by the Client are not complete, the Company reserves the right to ask the Client to complete the missing information. The time limit for processing the Complaint according to the previous paragraph shall therefore only start to run after the Client has provided the Company with all the missing data.

4. The Client shall be notified of the outcome of the Complaint via email, Online Banking System / User Account or other means agreed with the Client. The date of delivery of the outcome of the Complaint shall be deemed to be the date of receipt of the email message or notification via Online Banking System / User Account or receipt of the registered letter. If the email or letter is not delivered and is returned to the Company as unclaimed (applicable to the letter only) or undeliverable, the date of delivery shall be the date on which the letter is returned to the Company's address.
5. Upon the Client's request, the Company shall provide a paper response to the filed Complaint.

The Company shall bear the costs for settlement of the Complaint. The Client's costs of preparing and submitting the Complaint shall be borne by the Client.

VI. Conditions for not accepting the Complaint

1. A Complaint will not be accepted and further processed if:
 - a) the manner, form or requirements for the submission of a Complaint as set out in Articles III and IV of this Complaints Procedure have not been complied with, even within the additional time period granted by the Company for completion or correction of the submission,
 - b) proceedings have been initiated before a court or an arbitrator or the court or arbitrator has already ruled on the matter,
 - c) the person making the Complaint is not a Client of the Company or is represented by an agent under an insufficient power of attorney,
 - d) the Complaint does not relate to products or services offered by the Company,
 - e) submission of the Complaint is a manifest abuse of the concept of Complaints and claims,
 - f) the shredding deadlines for the relevant type of documents have expired.
2. In the event that a Complaint concerning the same subject is submitted repeatedly and does not bring any new facts, the Complaint will be rejected, and the Client will be informed of this fact in writing.
3. If the grounds for rejection of a Complaint set out in this Complaints Procedure no longer apply, the Company shall settle the Complaint, with the time limits for settlement commencing as of the date on which the grounds no longer apply.

VII. Client's steps in case of dissatisfaction with settlement of the Complaint – out-of-court dispute resolution

1. In the event of dissatisfaction with settlement of a Complaint, the Consumer Client is entitled to contact:
 - a) The Office of the Financial Arbitrator (www.finarbitr.cz), with registered office at Legerova 1581/69, 110 00 Prague 1, for the financial services referred to in Act No. 229/2002 Sb., on the Financial Arbitrator, as amended,
 - b) the Czech Trade Inspection Authority (www.coi.cz) or a body designated by the Ministry of Industry and Trade and published on its website (mpo.cz), in the event that the financial arbitrator does not have the necessary authorisation,
 - c) 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 the supervisory authority for the Company's compliance with its obligations.
2. In the event of an out-of-court settlement of the dispute, the Client's right to apply to the court is not affected.

VIII. Final provisions

1. The procedures set out in this Complaints Procedure are binding on all Clients of the Company as well as on all its employees.
2. The Client shall not be entitled to interest on the amount of the erroneous electronic money payment.
3. The Complaints Procedure is available at the Company's registered office, by e-mail or on the Company's website.

This Complaint Procedure is in force and effect as of 1 April 2022 and replaces the Complaint Procedure in effect as of 1 October 2018.