

TERMS AND CONDITIONS OF COMPLAINTS

At MEEST TRANSFER SP. Z O.O.

§ 1.

General provisions

1. The basis of the **Rules of Procedure for handling complaints at Meest Transfer Sp. z o.o.** are:
 - a. The Act of 19 August 2011 on payment services;
 - b. The Act of 5 August 2015 on the handling of complaints by financial market entities, the Financial Ombudsman and the Financial Education Fund.
2. In the event of having objections regarding the non-compliance of the Services, products or other areas of activity of the Company Meest Transfer Sp. z o.o., the User shall have the right to file a complaint free of charge.
3. In the absence of an explanation of the terminology used, the Definitions resulting from the Rules and Regulations of the website available at <https://meestpay.com/pl/> shall apply.

§ 2.

Place and form of lodging a complaint

1. A complaint may be submitted:
 - a. in person - at the registered office of the Company, in writing or orally for the record;
 - b. by telephone, at the telephone number indicated on the website <https://meestpay.com/pl/kontakty/> after verification of the identity of the Customer;
 - c. by letter, snail mail or courier - by sending it to the Company's registered office address indicated on the website <https://meestpay.com/pl/kontakty/>;
 - d. in electronic form, via the Website using the electronic form available on the Website or at the address: claims@meestpay.com.
2. The Client may submit a Complaint by an attorney with a power of attorney granted in ordinary written form, unless there are special circumstances indicating the need for a different form, and the Client was informed about it at the stage of concluding the Agreement.
3. In order to ensure that the Company investigates and responds to the Complaint as expeditiously as possible, it is recommended that the Complaint is submitted by the Client as soon as possible after the Client becomes aware of the circumstances giving rise to its concern.

§ 3.

Content of the complaint and procedure for handling complaints

1. the complaint should include at least:
 - a. data enabling identification of the Customer;

- b. detailed description of the circumstances which the Complaint concerns;
 - c. specification of the demand; and
 - d. the Client's address to which a response to the Complaint should be sent;
 - e. other information and documents which, in the Client's opinion, justify its demand.
2. If, on the basis of the content of the Complaint, the Company is not able to determine its subject matter (including the Client's demand) or other data necessary to process the Complaint, the Company shall immediately request the Client to provide explanations or additional information necessary to determine its subject matter or other data necessary for the Company to fairly process the Complaint.

§ 4.

Confirmation of Receipt of Complaint

1. The Company shall acknowledge receipt of the Complaint (if the Complaint is submitted otherwise than by snail mail or courier), indicating the date of its receipt, in the manner described below:
 - a. by providing a copy of the submitted Complaint with the date of receipt and the signature of the employee of the Company receiving the Complaint - in the case of Complaints submitted in person;
 - b. by reading out the content and number of the Complaint to the Client - if the Complaint is made by telephone. The Company reserves the right to record telephone conversations conducted with the Client in connection with the acceptance of the Complaint. The Company shall inform the Client about the recording of telephone conversations each time before the telephone conversation begins;
 - c. by sending automatic feedback in the case of Complaints submitted electronically.
2. If a Complaint is submitted by snail mail or courier, the date of receipt of the Complaint by the Company is the date of its delivery.
3. The process of handling the Complaint shall commence immediately upon its receipt.

§ 5.

Deadline for Complaint handling

1. The Company shall respond to Complaints within a period not exceeding fifteen (15) Business Days from the date of receipt of the Complaint.
2. In particularly complicated cases, which make it impossible to investigate the Complaint and provide a response within the time limit referred to in paragraph 1 above, the Company, after the lapse of 15 Business Days, shall inform the Client about the delay, explain the reason for the delay and indicate the circumstances that need to be determined in order to investigate the case and determine the expected time limit for investigation of the Complaint and providing a response, but not longer than 35 Business Days from the date of receipt of the Complaint.
3. In order to meet the deadlines referred to in clauses 1 and 2 above, it shall be sufficient to send the response before their lapse, and in the event of submitting the response in writing by mail, it shall be sufficient to send the response in the postal facility of the designated operator, within the meaning of the Act of 23 November 2012. - Postal Law.
4. In the event of failure to meet the deadline set out in subsection 1 or 2 above, the Complaint shall be deemed to have been processed in accordance with the Customer's wishes.

§ 6.

Manner of notification of complaint handling

1. The Company shall respond to the Complaint on paper or, upon agreement with the Customer, on another Durable medium.

§ 7.

Content of the Response to a Complaint

1. The response to the Complaint shall primarily include:
 - a. exhaustive factual and legal justification, including on the problem reported, unless the Complaint has been dealt with in accordance with the Customer's wishes;
 - b. exhaustive information on the Company's position on the objections raised, including the indication of the relevant excerpts from the Terms and Conditions of the MeestPay website, available at <https://meestpay.com/pl/> of the Terms and Conditions for the provision of the money transfer payment service through the MeestPay website, available at <https://meestpay.com/pl/>.
 - c. specifying the time limit within which the claim raised in the Complaint resolved in accordance with the Customer's wishes will be fulfilled, which shall not be longer than 30 days from the day on which the response is drawn up;
 - d. the Customer's identification data and the name of the person providing the response with his/her official position.
2. In the event that the Complaint is denied as legitimate in whole or in part, the response to the Complaint shall additionally contain an instruction on the possibility of:
 - a. appeal against the position contained in the response directly to the Company in the manner in which the Complaint was answered.
 - b. apply to the Financial Ombudsman or make use of other forms of out-of-court dispute resolution.
 - c. file an action with the local court having jurisdiction to hear the case if the out-of-court dispute resolution options have been exhausted, indicating the entity that should be sued and the local court having jurisdiction to hear the case.
3. If any data or information indicated in the Complaint needs to be supplemented, the Company will request their supplementation in the indicated scope before the Complaint is considered.
4. The Client submitting the Complaint is obliged to provide the Company with explanations and assistance in matters related to the submitted Complaint, except when providing such explanations and assistance is contrary to the applicable laws.
5. The Company shall not consider Complaints that do not contain data enabling the Client's identification.

§ 8.

Appeal against the response to a Complaint

1. The Customer has the right to appeal against the position of the Company expressed in its response to the Complaint within fourteen (14) days of receipt of the response. § 5 of the Regulations shall apply to the appeal accordingly.
2. The Customer may bring an action before a competent common court of law, on the principles laid down in the provisions of the Code of Civil Procedure. The court competent to resolve disputes related to the performance of the Agreement shall be determined in accordance with the applicable provisions on the jurisdiction of courts, including the Act of 17 November 1964 - the Code of Civil Procedure.
3. The Customer shall have the right to apply to the Financial Ombudsman to review the case or to request out-of-court dispute resolution before the Financial Ombudsman (address of the Financial Ombudsman's website: www.rf.gov.pl), in accordance with the Act of 5 August 2015 on the handling of complaints by entities providing financial services and the Financial Ombudsman.
4. Disputes arising from this Agreement at the request of the Customer may also be resolved by the Arbitration Court at the Financial Supervision Commission (https://www.knf.gov.pl/dla_rynku/sad_polubowny_przy_KNF).
5. The Customer may use the ODR platform (European online dispute resolution platform for resolving disputes between consumers and businesses, available at <http://ec.europa.eu/consumers/odr>) to resolve a dispute in connection with the Agreement. The ODR platform makes it possible to forward the Customer's complaint to an authorised entity (responsible for out-of-court dispute resolution).
6. Detailed information on the amicable dispute resolution procedure is also available at <http://www.polubowne.uokik.pl/>.
7. The Company is subject to the supervision of the Financial Supervision Authority. The customer may file a complaint with the Financial Supervision Commission against the Company if its activities violate the law. This entitlement also applies to persons who have been denied benefits.

§ 9.

Final provisions

1. The Customer shall have the right to request that the Terms and Conditions be made available to him free of charge in the manner indicated by him.
2. The Customer may file a complaint with the Financial Supervision Authority (https://www.knf.gov.pl/dla_konsumenta/sposob_przyjmowania_informacji_nieprawidlowosci) against the Company's actions if such actions violate the provisions of law. The aforementioned right is also vested in natural persons, legal persons and organisational units that are not legal persons, which are granted legal capacity by the Act and which have been refused payment services.
3. The provisions of the Regulations shall also apply mutatis mutandis in the event of an application by a customer of the Company, as referred to in Article 2(1)(d) of the Act of 5 August 2015 on the processing of complaints by financial market entities and the Financial Ombudsman, who is not a user referred to in Article 2(34) of the Act, or addressing an application to the Company in which an objection is raised with regard to the services provided by the Company, other than payment services