

COMPLAINTS POLICY

1. Basic provisions

- 1.1. This Complaints policy of Finax, o.c.p., a.s., Bajkalská 19B, Bratislava, 821 01, company ID number 51 306 727 (hereinafter referred to as “Company” or “Broker”) governs all legal relations arising between the Client and the Company based on and in relation to exercising Complaints of the Clients indicated in point 1.5 herein against the Company which relate to the quality or accuracy of Services (defined in a bigger detail in the [Basic Terms of Finbot Service Provision, further referred to as "Finbot Basic Terms"](#)) that the Company provides to the Client, particularly procedures and terms of settlement of these Complaints, way of coverage of costs related to these Complaints and all other related legal relations. This Complaints policy also serves as a concept for dealing with complaints.
- 1.2. In extent in which the provisions of the Finbot Basic Terms issued by the Company for individual investment activities differ from provisions of this Complaints policy, the provisions of these Finbot Basic Terms take precedence over individual provisions of this Complaints policy.
- 1.3. The terms written by capital initial letters that are used in this Complaints policy, are of the meaning that is defined in the Finbot Basic Terms for individual investment services and financial instruments, unless stated otherwise in this Complaints policy.
- 1.4. The Company and the Client have agreed that a Complaint is, according to this Complaints policy, a Complaint of the Client and by the Client exercised right from responsibility for damages caused at providing Investment services, investment activities and supplementary services towards the Company in terms set by this Complaints policy (further as “Complaint”). The Client's suggestion for improvement of services, issued documents or information or inquiry of informational nature shall not be considered as a Complaint.

2. Procedures and terms of complaints settlement

- 2.1. The Client is authorized to file a Complaint at the Company.
- 2.2. The Client is obliged to file the Complaint towards the Company in a way stipulated in point 2.4. herein, without undue delay after the date on which the Client has the opportunity to learn about the subject of the Complaint.
- 2.3. In the event of detecting unauthorized access or incorrect display of payment account information, the Client is obliged to inform Finax without undue delay from the date of detection of unauthorized access or incorrect display of payment account information.
- 2.4. The Client is entitled to file the Complaint with the Company:
 - i. In writing, in person or by mail to the following address: Finax, o.c.p., a.s., Bajkalská 19B,

Bratislava, ZIP code 821 01;

ii. Orally - by telephone (tel. +421 2 2100 9985) or in person in the protocol during the Client's visit to the company's registered office, referred to in point i) above

iii. Electronically - by e-mail to the following e-mail address: client@finbot.eu

- 2.5. The complaint must contain the Client's identification data: name and surname (business name), birth number (ID number), permanent residence address (registered office or place of business), and contact details of the Client (telephone, e-mail), and in the case of a written complaint, the date and signature of the Client. The Client is further obliged to state in the Complaint in a specific, clear, correct and precise manner the facts complained of, together with the dates, numbers and amounts, and to substantiate its allegations in a credible manner, in particular by submitting legally relevant documents. The Client is also obliged to state in this Claim the rights he/she claims against the Company in this way.
- 2.6. If the Client does not meet his obligations stipulated in point 2.5 herein, the Company is not obliged to deal with his Complaint, neither is he obliged to examine the eligibility of the Complaint of the Client, unless the Client removes the deficiencies of his Complaint. The terms indicated in point 2.10. herein start to lapse from the moment when the Client removes the deficiencies of his Complaint.
- 2.7. The Client is obliged to provide to the Company all assistance necessary to clear up the Complained fact, if he refuses to provide such an assistance, the Company is not obliged to further examine the Complaint, neither is he obliged to further examine the eligibility of the Complaint of the Client.
- 2.8. Handling of Complaints against the Company and monitoring of received and compensated Complaints is provided by the Compliance Office in accordance with the Company's Organizational Code.
- 2.9. The Company collects and examine all relevant evidence and information regarding the complaint and communicates in a clear, simple and comprehensible manner.
- 2.10. The Company shall decide whether the complaint is justified or not without undue delay, but no later than within 15 working days from the date of its delivery to the Company in accordance with Section 2.5 of this Complaints policy. If it is not possible to settle the Complaint immediately, resp., in difficult cases, within the above mentioned period of 15 days, the Company is obliged to inform the Client in written form about the executed activities and about the time, by which the Complaint shall be settled, while the complete settlement of the complaint should not take longer than 35 working days.
- 2.11. The Company shall provide the Client with a written acknowledgement about the settlement of the complaint in written within the period stipulated in point 2.10 herein. This written confirmation shall be submitted to the Client by the Company also in case if he does not settle the Complaint in whole extent already at filing this Complaint by the Client. The client is entitled to request that the complaint settlement is sent in paper form or other durable medium.

3. Costs connected with settlement of complaints

- 3.1. If not stated otherwise in this Complaints policy, the costs connected with settlement of the Complaint, regardless the fact whether the Complaint is eligible or not eligible, are born by the Company.
- 3.2. The costs associated with the preparation of the Complaint, including its annexes, and with the submission of the Complaint shall be borne by the Complainant.

4. Complaints registry

- 4.1. Complaints Registry shall be kept in the form of file documentation at the Company where this information is recorded on a case-by-case basis:
 - (a) Complaint number,
 - (b) The date of Complaint's receipt,
 - (c) Client identification,
 - (d) Subject of the Complaint,
 - (e) Complaint's settlement decision.
- 4.2. Furthermore, the copy of the letter about the Complaint statement and record of Complaint settlement is archived under the Complaint number
- 4.3. Record of Complaint settlement must, pursuant to paragraph 4.2, contain all the following information:
 - (a) The name surname and address of the Client, in case of a natural person, brand or business name and registered Client's office in case of a legal person
 - (b) Subject of Complaint,
 - (c) Date of Complaint's receipt,
 - (d) Identification of persons to whom the Complaint relates,
 - (e) Assessment whether the Complaint has been legitimate,
 - (f) Measures taken to settle the Complaint,
 - (g) Date of Complaint's settlement.

5. Submitting an appeal

- 5.1. If the Client or the Potential Client is not satisfied with the outcome of the Complaint settlement, he may submit an appeal against the resolution of the Complain within fifteen (15) calendar days from the delivery of the decision to the Client's address. In this case, a new 15-day appeal period begins to run.

- 5.2. The Client is informed about the result of resolving the complaint electronically on a durable medium (the Client is entitled to request that the handling of the complaint be sent in paper form) within fifteen (15) working days of receipt of the appeal for resolving the complaint by the Company.
- 5.3. If the company's position on the Complaint does not fully satisfy the client's requirements, he has the possibility to contact the competent supervisory authority, which is the National Bank of Slovakia.
- 5.4. The client, who is a consumer, has the possibility to file a motion for an alternative dispute resolution to one of the entities registered in the list which can be found on the website <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>. In case that the dispute is a result of a remote contract concluded via means of remote communication, the Client, who is a consumer, file a motion for alternative resolution of the dispute via European platform for dispute resolution online:
<https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>.
- 5.5. If a dispute settlement agreement is concluded between the Company and the Client through mediation, it will be possible to settle the dispute out of court through mediation as well, in accordance with the applicable law.

6. Internal monitoring and complaints evaluation

- 6.1. The company continuously analyzes the data collected in complaint handling to identify and address recurrent system problems and potential operational and legal risks, in particular:
- (a) analyzing the causes of individual complaints in order to identify the main causes common to the type of the complaint,
 - (b) assessing whether such main causes may affect other processes or products, including those to which the Complaint relates indirectly,
 - (c) in justified cases by removing these main causes.

7. Closing provisions

- 7.1. Other legal relations between the Company and the Client that are not governed expressly herein shall be governed by the relevant provisions of individual Contracts concluded between the Company and the Client, by relevant provisions of the Finbot Terms and Conditions, by the Civil Code, the Commercial Code and other related legal regulations valid on the territory of the Slovak Republic, being it in this order. In order to forego any doubts, this does not affect the consumer protection provided by the law of the land, where they have their usual residence pursuant to Article 6, section 2 of the regulation of the European Parliament and of the Council no. 593/2008 on the law applicable to contractual obligations (Rome I).

- 7.2. The Complaints Procedure does not apply to services and activities of another entity for which the Company has no responsibility (although such activities form the basis of filing a complaint). In such case, the Company shall inform the complainant of his position on the complaint and explain his position, even if the complaint is not explicitly related to his services and activities. If appropriate and within the scope of the Company's ability, he will provide data about the entity or the supervisory authority responsible for handling his complaint to the complainant.
- 7.3. At the request of the competent national authority, the Company will provide information on the complains handling to that authority.
- 7.4. The Company is entitled to amend or supplement these Complaints policy at any time due to changes in the Company's business policy or changes in legislation or due to developments in the financial market or developments in the legal or business environment or in the interest of the safe operation of the financial market system or to minimize risk. The Company shall determine by Disclosure the current wording of the Complaints policy.
- 7.5. This Complaints policy was approved by the Board of Directors of the Company on 24.10.2023.
- 7.6. The Complaints policy was published on 01.11.2023.