

## **Warranty Claim Resolution Rules**

### **I. Introduction**

1. This Warranty Claim Resolution Rules constitutes rules and procedures for filing and handling the claims and complaints of the clients of PayRose s.r.o., Company Registration No. 077 17 261, having registered office at Na Perštýně 342/1, 110 00 Prague, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 306203 (hereinafter referred to as the „Company“).
2. The Company's Client is entitled to file the warranty claim in the event that he/she believes that the Company has failed to comply with the stipulated terms and conditions or failed to meet its obligations arising from legislation. The Warranty Claim Resolution Rules applies both on resolution of claims and on complaints, i.e. filings where the complaining individual asks for protection of his/her interests that are not governed by the contractual obligations with the Company (e.g. inappropriate behaviour). The terms of Warranty Claim or the complaint used further in the Warranty Claim Resolution Rules jointly refer to the "Warranty Claim". The terms of the Client and the complaining individual used in the Warranty Claim Resolution Rules jointly refer to the "Client".

### **II. General principles**

1. The Warranty Claim Resolution Rules provides for the procedures and processes for filing and resolving the Clients' Warranty Claims.
2. The Company keeps the internal records of all the received Warranty Claims that contain information of, including but not limited to, date of receipt of the Warranty Claim, the outcome of the warranty claim proceedings and information presented to the Client, including the date and the way of presentation. The Company archives the register accordingly.

### **III. Requirements for the Warranty Claim**

1. The Warranty Claim must include the following Client's information:
  - a) Name and surname / company name of The Client,
  - b) Client's telephone and email address,
  - c) Framework Contract Number, if applicable,
  - d) Number of payment order, related to the Warranty Claim or the identification of a person against whom the complaint is lodged
  - e) The exact reason for the Warranty Claim, i.e. description of a specific problem that the Company is criticized for, together with specification of the Client's demand,
  - f) The copy of contractual documentation or other evidence (e.g. statement of account, copy of payment order, contract, etc.) that is related to the Warranty Claim,
  - g) If the Client is represented based on the power of attorney, then the original copy of the power of attorney granted by the Client, with a certified signature.

### **IV. Filing the Warranty Claim and the process of its resolution**

1. In the case of defects of performance it is necessary to raise the Warranty Claim without undue delay after the Client found the performance defects, not later than within the time limit set by the applicable contractual arrangements and legislation, and at the same time, not later than in the limitation period. The right to damages may be applied by the Client with the Company in the three-year time period from the date when the Client learned or could learn of the damage and of who is responsible for it. The Company does not perform the time-barred claims.
2. The Warranty Claim may be lodged:
  - a) in writing to: Na Perštýně 342/1, 110 00 Prague, Czech Republic
  - b) in writing to e-mail address: info@paybyrose.com
3. After the Warranty Claim is received, it is handed over to the Executive Director of the Company who resolves it
4. The time period for the Warranty Claim resolution is 30 calendar days. If the Warranty Claims refer to the payment services, the time period for Warranty Claim resolution is 15 working days, in accordance with the Payment System Act, and it begins on the day of delivery of the Warranty Claim to the Company's registered office. Warranty Claims are being resolved in the order, in which they were delivered to the Company.
5. If an obstacle, independent of the Company's will, prevents the Company to respond within 15 working days, the Company shall, within such time limit, inform the Client of the existence of the obstacles that prevent it from providing the timely response, and responds within 35 working days from the date of receipt of the Warranty Claim, as well as of the further procedure, in particular of the earliest date when the Warranty Claim will be resolved. If the Client fails to deliver the complete documents for the Warranty Claim resolution, the Company reserves the right to ask the Client to send the missing information. The time limit for the Warranty Claim resolution under the preceding paragraph starts after the Client delivers all the missing information to the Company.
6. The Warranty Claim will not be accepted and processed further in the event when:
  - a) The way, form or requirements of raising the Warranty Claim, as stated in the Art. 3 and 4 hereof, have not been observed, even within the additional time limit, which the Company has provided in order to receive the completed or amended Warranty Claim,
  - b) The matter has been brought before the court or an arbitrator, or the court or arbitrator have already decided in the matter,
  - c) The person who lodged the Warranty Claim, is not a Company's Client or is represented by an agent based on a deficient power of attorney,
  - d) The Warranty Claim does not refer to the goods or services offered by the Company,
  - e) The submission of the Warranty Claim constitutes a completely clear misuse of the institute of warranty claims and complaints,
  - f) The shredding time periods for the relevant type of document have passed.
7. If the Warranty Claim concerning the same subject matter is filed repeatedly and does not bring any new facts, such Warranty Claim will be rejected and the Client will be informed of this fact in writing.
8. If the reasons for rejection of the Warranty Claim disappear, the Company shall resolve it; the time limits for its resolving shall begin from the day when such reason disappeared.
9. The Client shall be informed of the outcome of the Warranty Claim resolution via email or other way agreed with the Client. The day of delivery of the Warranty Claim resolution outcome is deemed to be the date of delivery of the email or takeover of the registered letter. If the email or mail fail to be delivered and return back to the Company as uncollected (applies only to the mail) or undeliverable, the delivery date shall be deemed the date when the mail returned to the Company's address.

10. The costs for Warranty Claim resolution shall be borne by the Company. The Client's costs associated with Warranty Claim preparation and its raising shall be borne by the Client.
11. If the Client is dissatisfied with the outcome of the Warranty Claim resolution, he/she is entitled to refer to:
  - a) The Office of the Financial Arbitrator ([www.finarbitr.cz](http://www.finarbitr.cz)), having registered office at Legerova 1581/69, 110 00 Praha 1, for the field of financial services referred to in Act No. 229/2002 Sb., on the financial arbitrator, as amended, in order to settle the dispute alternatively;
  - b) Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) or an entity designated by the Ministry of Industry and Trade and published on its websites ([mpo.cz](http://mpo.cz)), in the cases where the financial arbitrator does not have the necessary authority;
  - c) Czech National Bank ([www.cnb.cz](http://www.cnb.cz)), having registered office at Na Příkopě 28, 115 03 Prague 1, which is the supervisory authority to supervise compliance with the Company's obligations.
12. In the case of the alternative dispute resolution, the Client's right to approach the court shall remain unaffected.

**V. Final provisions**

1. The procedures set out herein are binding for all the Company's Clients, as well as all its employees
2. The Warranty Claim Resolution Rules are available on the Company's website and in the Company's registered office.

The Warranty Claim Resolution Rules enter into force and effect upon **2nd of February 2026**.