



PAYMENT SERVICES COMPLAINT RULES

of **COMMERZBANK**

Aktiengesellschaft, branch

of an foreign bank, Bratislava

I. Introductory provisions

- 1. COMMERZBANK Aktiengesellschaft, branch of an foreign bank, Bratislava,** with its registered office at Rajská 15/A, Bratislava, postcode 811 08, ID number: 30 847 737, entered into the Commercial Register of the District Court Bratislava I, Section: Po, Entry No: 1121/B, is an organisational unit of COMMERZBANK Aktiengesellschaft, with its registered office at Kaiserstrasse 16, 603 11 Frankfurt am Main, Federal Republic of Germany, entered into the Commercial Register of the District Court in Frankfurt am Main under Entry HR B 32000 (hereinafter called „the Bank“).
2. These Complaint Rules of the Bank regulate all legal relationships between the Client of the Bank and the Bank in connection with executing bank´s activities that arise based on and in connection with filing complaints, especially regulate the form and the way of filing complaints, terms for filing and processing complaints, payment of expenses connected with complaints and other connected legal relationships.
3. The concept complaint means the exertion of the client´s right from the liability insurance for defects of banking services rendered by the bank which is asserted by the client directly towards the bank.

II. Form and way of filing complaints

1. The Bank accepts written complaints of the Client in the bank's commercial premises during the operating hours indicated at the entrance of the respective commercial premises. In case of complaints filed orally, the Bank and the Client write down a protocol on filing a complaint which has to be signed by the Client.
2. The Client is entitled to send the complaint also by mail to the address of the organizational unit of the bank in the Slovak Republic mentioned in Article I paragraph 1 of these Complaint Rules.
3. The Complaint must include the commercial name and seat of the respective legal person which are identical with the respective registration; in case of a natural person, the complaint must include the first name and the last name and the permanent address of the person. The complaint has to be signed in case of a legal person by a person entitled to act and sign in the name of the legal person and in case of a natural person the complaint must include the genuine signature of the respective natural person.
4. In its complaint, the Client shall specify in a clear, precise, intelligible and accurate manner the facts challenged in connection with the defects and submit reliable evidence thereof. At the same time, the Client has to specify the rights claimed thereby, including, but not limited to the right of correction.
5. When the complaint does not include the data mentioned above or in case the Client does not submit to the Bank documents needed for reviewing the complaints the Bank is entitled to ask the Client to add or precise the data required by the Bank within a defined term. The Bank can also draw the Client's attention to the fact that in case of not presenting or not adding the required data within the defined term the Bank is not obliged to process the complaint until the moment in which defects in the complaints will have been eliminated by the Client.
6. After accepting the complaint, the Bank shall issue to the Client a written confirmation of receipt of the complaint; a notice of receipt of the complaint may be given by the Bank to the Client also by electronic means (e-mail) if the e-mail address of the Client is included in the contractual documentation with the Bank.
7. With respect to the complaint's examination by the Bank the cooperation with the Client is supposed as it is necessary for the complaint's examination. If the Client has not answered the Bank's invitation to cooperate within the defined term or if the Client has refused the invitation to cooperate the Bank is not obliged to continue with the complaint's examination and its justification.

III. Terms for filing and processing complaints

1. The Client has to file the complaint to the Bank promptly after it learns of the relevant defect, but not later than within the term defined in the respective contractual documents and legal norms.
2. The term for processing the complaint begins on the day on which the complaint fulfils all prerequisites to be accepted as a complaints.
3. The Bank examines the complaint and takes a decision within 30 calendar days.
4. The Bank examines the complaint regarding the provision of payment services and takes a decision without due delay, at the latest within 15 working days.
5. If it is impossible to meet the term of 15 working days the Bank informs the Client and specifies the reason for the delay in processing and answering to the complaint as well as the date of definitive answer while the term for the delivery of the definitive answer must not exceed 35 working days.
6. The whole term of treatment of the complaint regarding payment services provided in euro or another currency than the currency of a member state of the EEC Treaty within EEC or in another currency outside EEC will not exceed 35 working days and in complex cases 6 months.
7. The Bank issues to the Client a written notification about the treatment (partial or complete) of the complaint within the terms mentioned in the previous paragraphs of these Complaint Rules. The written notification is issued by the Bank for the Client in the moment of filing the complaint in case when the complaint of the Client is not accepted in full extent, except for the case in which the Client does not insist on presenting a written notification which is registered in its documentation.

IV. Expenses connected with the complaint

1. Unless these Complaint Rules provide otherwise, all the expenses connected with the settlement of the complaint shall be borne by the Bank, regardless of the fact whether the complaint of the Client has been justified or not.
2. All the expenses connected with formulating and sending complaints, including annexes, shall be borne by the Client.
3. The Client shall be obliged to refund to the Bank actual expenses arisen in connection with the treatment of the unjustified complaint regarding a certain bank product, except for payment services provided in domestic currency or in currencies of contracting parties of the European Economic Area provided within the European Economic Area, which were incurred by the Bank or third persons involved in the treatment of such complaint. This rule shall not be applied if these expenses are according to special provisions borne by the Bank.

V. Final provisions

1. Relations between the Client and the Bank which are not regulated in these Complaint Rules are regulated in the respective contract closed between the Client of the Bank and the Bank, in Commercial Conditions for the respective bank product, in General Commercial Conditions of the Bank and in general in generally binding legal norms, in the given order.
2. In a similar form and way as complaints according to these Complaint Rules, the Bank accepts also complaints of the Client or other persons in connection with services provided by the Bank in which the Client or other person asserts its rights or interests protected in generally binding legal norms. The Bank generally does not issue written confirmations of the receipt of the complaint and processes the complaints within 30 calendar days from their filing. In more complex cases, the Bank is entitled to prolong this term up to 60 calendar days and informs the Client about the treatment of the complaint. When another term for processing the complaint is defined in a generally binding legal norm and when it is not possible to close an agreement between the Bank and the Client or another person about another term the complaint has to be processed in the term defined in this norm at the latest.
3. Complaints of Clients regarding the issue and use of bank payment cards are regulated in a special contract and in respective Commercial Conditions.
4. The Bank is entitled to amend these Complaint Rules, especially due to changes of generally binding legal norms or its commercial policy or development on the bank or financial market and has to publish these changes together with their entry into force in its commercial premises and on its website www.commerzbank.sk 15 calendar days before entering into force at the latest; thus, the Bank fulfils its duty to inform the Client. A case in which these Complaint Rules are fully or partially replaced by new Complaint Rules presents also a change to be published. The Client shall be free to express its disagreement with the change of these Complaint Rules in form of a written notification sent 15 calendar days from publishing the change at the latest.
5. In case the change regards accepting or processing complaints regarding providing payment services according to the Act on Payment Services the Bank is then obliged to inform the Client two months before the proposed date of entering into force at the latest. The Client shall be free to express its disagreement with the change of these Complaint Rules in form of a written notification sent two months from publishing the change at the latest. The Bank informs the Client about the further procedure in writing.
6. These Complaint Rules dated 15 January 2018 shall **come in force on 30 January 2018** and they supersede in full extent the Complaint Rules dated 1 October 2010.

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