

# Complaints Handling Policy

1. Complaints Handling Policy (the "Policy") regulates rights and obligations between of Finby Finance Limited, with its registered office at 171, Triq I-Ifran, Valletta VLT 1455, Malta, Company ID: C110371 ("finby") and Client who is a user of finby's payment services (the "Services") in relation to the handling of complaints. The complaints handling procedure is a process conducted by finby on the basis of a complaint submitted by the Client containing a request to verify the correctness and quality of the services provided by finby, as well as in relation to other Client submissions, to the extent and in the manner set out in the applicable legal regulations and this Policy. This Policy may also be provided by finby as a separate document for the purpose of better informing the Client of their rights; formally, however, it forms part of finby's General Terms and Conditions (the "GTC").
2. A complaint shall mean an expression of dissatisfaction (within the meaning of Paragraph 73(1) of Central Bank of Malta Directive No. 1 on the Provision and Use of Payment Services, issued under the Central Bank of Malta Act (Cap. 204) (the "Directive")) addressed to finby by the Client in relation to the correctness and quality of the services provided..
3. The following shall not be deemed a complaint by the Client:
  - a) a request for identification of a payment or identification of the payer, or depositor to the Client's account,
  - b) a request for mediation of a payment refund or for identification of the payment recipient,
  - c) a complaint relating to non-performance or defective performance by a third party – supplier of goods or services – concerning, for example, the quantity or quality of goods or services provided,
  - d) a request for a copy of a document confirming execution of a payment or transaction,
  - e) a request to supplement payer details or specify a payment,
  - f) a request to verify deficiencies caused by the Client's conduct contrary to good morals and/or manifestly abusive behaviour without the intention to use the product and/or service to which the request relates,
  - g) a suggestion to modify or improve finby's services,

- h) a suggestion to amend documents issued and/or proposed by finby in the provision of services,
  - i) a request of a non-contentious informational nature, the subject of which is not a request to verify the correctness and quality of the services provided by finby.
- 4. A Client's submission shall also not be considered a complaint if finby's investigation proves the manifest untruthfulness of the stated facts, resulting in the extinction of the Client's right to seek rectification and/or other consideration from finby.
- 5. The Client is entitled to submit a complaint in writing by post delivered to finby's registered office, to the Compliance Department. A complaint may be submitted in the English language, or in the language in which the agreement between finby and the Client was concluded, or in the language customarily used by finby and the Client in their communications. Finby shall make every possible effort to reply to complaint. However, if finby receives any submission that is not a complaint within the meaning of this Complaints Handling Policy, finby shall not be obliged to respond to the Client or to initiate a complaints handling procedure. It must be clear from the complaint who submits it and what its subject matter is.
- 6. The Client shall be entitled to rectification by finby if, without undue delay from the date of discovering an incorrectly executed payment transaction, but no later than 13 months from the date of debiting funds from the payment account or crediting funds to the payment account, the Client informs finby that they have discovered an incorrectly executed payment transaction giving rise to the Client's right to rectification.
- 7. finby shall confirm in writing the submission of the Client's complaint together with written confirmation of the handling of the complaint pursuant to Clause 6.
- 8. finby shall inform the Client of the handling of the complaint in writing in the confirmation of complaint handling, which finby shall deliver in paper form to the Client's address stated in the complaint.
- 9. The Client shall attach to the complaint all documents evidencing the facts asserted by the Client. The time limits applicable to the handling of a complaint shall commence upon the submission of a complaint that complies with the requirements set out in the Complaints Handling Policy.
- 10. For the purpose of supplementing information necessary to decide on the complaint, finby shall have the right to contact the Client by telephone or by other means and request the provision of necessary data in the form and

manner specified by finby. If the Client fails to specify the claimed complaint or to provide the requested documents within the set time limit, finby shall consider the complaint unjustified.

11. finby shall decide on the validity of a complaint relating to the provision of finby's payment services without undue delay.
12. Complaints shall be handled by finby within 15 business days from the date of proper submission of the complaint by the Client. If, in exceptional situations, finby is unable to provide a final reply within 15 business days for reasons beyond its control, finby shall send the Client a holding reply clearly indicating the reasons for the delay and specifying the deadline by which the Client will receive the final reply. In any event, the deadline for receiving the final reply shall not exceed 35 business days from the date of receipt of the complaint. The reply shall address all points raised in the complaint.
13. Costs associated with handling the complaint shall be borne by finby. Costs associated with drafting the complaint, including its annexes, and with submitting the complaint shall be borne by the Client.
14. If finby adopts a position in relation to the subject matter of the complaint that does not fully satisfy the Client's requirements, it shall comprehensively explain its position to the Client and inform the Client of the options for further steps. In particular, the Client has the right to contact an alternative dispute resolution entity that is authorised to resolve disputes related to the provision of payment services and to choose which such entity to contact. Clients who are dissatisfied with finby's response may refer their complaint as follows:
  - a. To the Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta; telephone: 8007 2366 / +356 2124 9245; complaint form available at [www.financialarbiter.org.mt/contact-us](http://www.financialarbiter.org.mt/contact-us). The Client may resort to the Office of the Arbiter for the settlement of a dispute with a payment service provider concerning the rights and obligations arising under the Directive.
  - b. To the Central Bank of Malta, where the complaint is made by Clients or other interested parties, including consumer associations, and relates to an alleged infringement of the Directive by finby, in accordance with the rules specified in the Directive.
15. Submitting a complaint does not in any way relieve the Client of the obligation to fulfil their obligations towards finby throughout the entire duration of the complaints handling procedure, even in cases where the Client's complaint is

justified and, as such, has an immediate causal link to the obligation being performed.

16. In addition to the grounds for exclusion or limitation of liability under the GTC, finby shall not be liable for a breach of obligations in the provision of payment services if it proves that the breach of its obligations was caused by circumstances excluding liability under applicable laws or regulations.
17. finby is entitled, depending on changes in legal regulations, to amend or entirely replace this Complaints Handling Policy. finby shall publish the up-to-date version on its website.
18. The provisions of the agreement concluded between finby and the Client and the GTC, as valid and effective on the date of submission of the complaint by the Client, shall apply mutatis mutandis to the regulation of mutual rights and obligations in the complaints handling procedure under this Policy.