

Reclamation Policy

1. Reclamation Policy regulates rights and obligations between Trust Pay, a. s. with registered office at Za kasárňou 1, 831 03 Bratislava, Slovak Republic, company ID: 36 865 800 (hereinafter referred to as "finby") and Client who is a user of finby's payment services (the "Services"), within reclamation proceedings. Reclamation proceedings refer to proceedings conducted on basis of filed reclamation by the Client, claiming for revision of correctness and quality of services provided by finby, and other Client's filings within extent and in the manner compliant with applicable legal regulations and the Reclamation Order. Reclamation Order can be provided by company finby as a separate document for purposes of better Client's awareness of his rights; however, it formally represents an integral part of the General Terms and Conditions of finby (hereinafter referred to as "GT&Cs").
2. Reclamation shall be interpreted as expression of non-satisfaction (pursuant to § 89 of Act No. 492/2009 Coll. on Payment Services), addressed to finby by the Client in relation to correctness and quality of services provided.
3. The following cases shall not be considered Client's reclamations:
 - a) Request for identification of payment or payment remitter/ subject depositing funds on the Client's account,
 - b) request for mediation of payment return or for payment recipient identification,
 - c) complaint on non-fulfilment or faulty fulfilment by a third person – supplier of the goods or services – related for example to quantity or quality of the goods, or provided service,
 - d) request for a copy of payment or transaction document,
 - e) request for completion of data about payment remitter or payment specification,
 - f) request for examination of deficiencies caused by the Client through his acting contradictory to the good morale or/ and through victimizing conduct that was apparently aimed at using up a product and/ or service subject to the request,
 - g) call for adjustment or improvement of finby services,
 - h) call for modification of documents issued and/ or proposed by finby in relation to service provision,

- a) request of non-disputed information nature other than request for revision of correctness and quality of services provided by finby.
4. Client's complaint shall not be considered reclamation if revision by finby demonstrates apparent falseness of the claimed matters stated therein, resulting in ceased Client's rights for remedy and/or other counter-fulfilment by finby.
 5. Client has right to file reclamation in writing by mail delivered to the company registered office address, Compliance Department. The reclamation may be submitted in the Slovak language, or in the language in which the contract between finby and the Client was concluded, or in the language in which finby and the Client usually dealt with each other. If any filing is submitted by mail that doesn't refer to reclamation pursuant to this Reclamation Policy, finby will not be obliged to reply to the Client or to initiate reclamation proceedings. Filed reclamation shall specify the name of filing subject and the filing matter.
 6. Client is entitled to remedy by finby if he informed the company on identified faulty payment transaction that entitles him to the remedy without unnecessary delay from the date of such observation but at the latest 13 months from the date the funds were debited from or credited to the payment account.
 7. finby shall confirm filed reclamation by the Client in writing, along with written confirmation of reclamation outcome pursuant to clause 6.
 8. finby shall inform the Client in writing on the reclamation outcome in the written confirmation of reclamation outcome delivered by finby to the Client's address specified in the reclamation.
 9. Client shall attach the reclamation with all documents proving the claimed facts, provided that reclamation deadline shall start to lapse on the day when all facts claimed by the Client were proved when such evidence provided by the Client is necessary for proper conduct of reclamation proceedings.
 10. finby has right to contact the Client by phone or otherwise for purpose of completion of information required for decision on the reclamation. The information shall be supplied in the form and method determined by finby. If the Client fails to specify the reclamation subject or to submit required documents within deadline, finby shall consider his reclamation illegitimate.

11. finby shall decide on legitimacy of the reclamation filed on payment services provision by finby without unnecessary delay.
12. In case of reclamation filed against provision of payment services in the currency other than currency of country – signatory of the European Economic Room Agreement within the European Economic Room, and/ or in any currency valid outside the European Economic Room, total duration of reclamation proceedings shall not exceed 35 business days. Such period can be prolonged up to max. 6 months in case of complicated cases.
13. Reclamations other than those pursuant to clause 12 shall be resolved by finby within 15 business days from the date of the proper filing by the Client. Such period can be prolonged by further 20 business days if the legal requirements are met.
14. The costs associated with the handling of the reclamation shall be borne by finby. Client shall bear cost associated with preparation of the reclamation including enclosures to the documentation and the submission of the reclamation.
15. If finby assumes standpoint related to the reclamation subject that has not fully satisfied the Client requirements, the company shall explain its standpoint to the Client in detail, including further options of his complaint solving. In particular, the Client has the right to turn to an alternative dispute resolution entity authorised to resolve disputes related to the provision of payment services and to choose which of such entities to turn to.
16. Filed reclamation shall not excuse the Client from fulfilment of his commitments towards finby in any manner within the whole reclamation proceedings duration, even in case of legitimate Client's reclamation that is directly causally associated with fulfilled commitment.
17. Save the reasons of excluded or limited liability pursuant to GT&Cs, finby shall not be responsible for breach of obligations associated with payment services provision if the company has proved that breach of its obligations was caused by circumstances excluding the liability pursuant to Commercial Code or special regulation.
18. Depending on legal regulations amendment, finby has right to amend or fully replace the Reclamation Order. Such amendment/ replacement shall be announced by finby on its website.

19. Mutual rights and obligations related to reclamation proceedings pursuant to the Reclamation Order shall reasonably follow provisions of applicable contract concluded between finby and the Client and GT&Cs in the wording effective and valid as of the date of reclamation filing by the Client.