

# Regulations of the Customer Support Service

Outpayce, S.A.U.

# Contents

1. Introduction	5
2. Purpose and Scope	5
3. Information Duties	5
4. Amendments	6
5. CSS Head	6
6. Appointment and Requirements of the CSS Head	6
7. Grounds for Incompatibility, Ineligibility and Removal of the CSS Head	7
8. Segregation and Independence of the Customer Support Service	8
9. Term for Submitting a Claim	8
10. Manner, Content and Place for Submitting Complaints and Claims	8
11. Acceptance for Processing	9
12. Rejection of the Application for Processing	10
13. Processing	10
14. Dismissal and Withdrawal	10
15. Conclusion and Notification	11
16. Relationship with the Bank of Spain's Institutions Conduct Department	11
17. Annual Report	12
Schedule	13

# GLOSSARY AND ACRONYMS

Complaint(s) and/or Claim(s)	<p>Complaints shall be considered to be filings submitted by Customers for delays, acts of negligence or any other type of deficient action in Outpayce's operations.</p> <p>Claims shall be considered to be filings submitted by Customers, with the intention of obtaining the restitution of their interest or rights, evidencing specific facts with respect to actions or omissions by Outpayce that entail harm to the filer's interests or rights and that results from alleged failures by Outpayce to comply with regulations on transparency and customer protection or with good financial practice and customs.</p>
Claims services of the financial supervisors	In the case of Outpayce, the conduct supervisor is the Bank of Spain. Specifically, the Bank of Spain's Institutions Conduct Department assumes the functions of the Claims Service and incorporates powers relating to market conduct, information transparency, good practices, consumer information, financial education and dispute resolution.
Customer(s)	<p>Any legal entity, whether Spanish or foreign, that qualifies as having contracted with Outpayce. In addition, all legal entities that qualify as users of financial services provided by Outpayce shall be considered customers.</p> <p>For these purposes, the clarification is made that Outpayce contracts only with legal entities not considered consumers or microenterprises for the purposes of applicable regulations on payment services and electronic money.</p>
CSS	The Customer Support Service established by Outpayce to attend to and resolve Complaints and/or Claims submitted by its Customers in accordance with Order ECO/734/2004.
CSS Head	Party responsible for, or the head of, the Customer Support Service, designated by Outpayce's management body.

Customer Defense Regulations	These procedural regulations for the protection of Outpayce customers, as approved in accordance with applicable regulations on customer support services of financial institutions.
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# Customer Defense Regulations

## CHAPTER I: GENERAL

### 1. Introduction

This document details the processes carried out by Outpayce to adapt these Customer Defense Regulations and ensure that they are properly implemented, in compliance with applicable regulations on customer support departments and services and the customer ombudsman of financial institutions.

The content that has been provided is based on applicable regulations and takes into account the provisions set forth therein.

### 2. Purpose and Scope

In full compliance with applicable regulations, the Customer Defense Regulations are intended to govern the activities of the customer support department or service.

In accordance with applicable regulations, Outpayce is an institution that is required to resolve Complaints and Claims submitted by its Customers, in accordance with the requirements and limitations described in these Customer Defense Regulations and in applicable law.

Complaints shall be considered to be filings submitted by Customers for delays, acts of negligence or any other type of deficient action in Outpayce's operations.

Claims shall be considered to be filings submitted by Customers, with the intention of obtaining the restitution of their interest or rights, evidencing specific facts with respect to actions or omissions by Outpayce that entail harm to the filer's interests or rights and that results from alleged failures by Outpayce to comply with regulations on transparency and customer protection or with good financial practice and customs.

### 3. Information Duties

Outpayce shall provide to its Customers the following information on its website and at any office that it has open to the public:

- a) The existence of a Customer Support Service, indicating its postal and email addresses.
- b) Outpayce's obligation to address and resolve the Complaints and Claims presented by Clients within a period of 15 business days from their presentation through the channels enabled for these purposes. In exceptional situations, if Outpayce is unable to provide a reply within 15 business days for reasons beyond its control, Outpayce shall send a provisional reply, clearly indicating the reasons for the delay in replying to the Complaint or Claim and specifying the deadline for the Customer to receive a final reply. In any case, the deadline for issuing the final reply shall not exceed one month.

- c) Reference to the Bank of Spain's Institutions Conduct Department, an indication of its postal and email addresses and the need to exhaust remedies with the Customer Support Service before filing a Complaint or Claim before the Bank of Spain's Institutions Conduct Department.
- d) These Customer Defense Regulations.
- e) References to regulations on transparency and financial service customer protection.

Resolutions bringing Complaint or Claim procedures to an end shall expressly mention the claimant's right to, in the event of disagreement with the decision, go before the Bank of Spain's Institutions Conduct Department.

#### **4. Amendments**

These Customer Defense Regulations, as well as any amendments thereto, shall be approved by the Board of Directors of Outpayce.

The Bank of Spain shall be responsible for verifying that the Customer Defense Regulations contain the necessary rules and conform to applicable regulations.

## **CHAPTER II: CUSTOMER SUPPORT SERVICE**

#### **5. CSS Head**

Outpayce shall appoint a CSS Head in accordance with applicable regulations, to ensure the correct processing of Complaints and Claims submitted by its Customers.

#### **6. Appointment and Requirements of the CSS Head**

The CSS Head shall be designated by the Board of Directors for an indefinite term. The CSS Head shall be responsible for resolving all types of Claims submitted for its decision within the framework of these rules, as well as for promoting the fulfillment of transparency and customer protection regulations and of good financial practice and customs.

Designation as CSS Head requires meeting the following conditions:

- a) Demonstrable good commercial and professional repute. Good commercial and professional repute is concurred in those who have been displaying a personal trajectory of respect for commercial laws or other laws governing economic activity and business life, as well as good commercial and financial practices.
- b) The CSS Head must possess the expertise required to perform their duties appropriately. For such purpose, this condition shall be deemed met by persons who have previously performed duties relating to Outpayce's main financial activities.

The Bank of Spain's Institutions Conduct Department shall be informed of the appointment of the CSS Head.

## **7. Grounds for Incompatibility, Ineligibility and Removal of the CSS Head**

The following are grounds for incompatibility, ineligibility and removal of the CSS Head:

a) **Grounds for Incompatibility:**

- i. Performing currently, or in the last year, commercial and operational duties preventing the person from ensuring that they shall take decisions independently with respect to the scope of activity of Outpayce, or having a conflict of interest;
- ii. performing executive duties at any financial institution as a member of the board of directors, general manager, etc.;
- iii. holding a position as an employee, executive or manager of a competitor of Outpayce;
- iv. taking up political office that might affect Outpayce's reputation and CSS's image;
- v. any grounds set forth in applicable law from time to time.

b) **Grounds for Ineligibility:**

- i. Having less than three years' experience;
- ii. lacking independence to perform their duties;
- iii. undischarged bankrupts;
- iv. persons who have been disqualified or suspended, whether criminally or administratively, from holding public office or administrative/management positions at institutions;
- v. persons with a criminal record;
- vi. persons responsible for operational or commercial functions at Outpayce.

c) **Grounds for Removal:**

- i. The emergence of ineligibility grounds;
- ii. unforeseen disability;
- iii. conviction in a final non-appealable criminal judgment;
- iv. express resignation;
- v. death or significant physical impairment preventing the correct performance of duties;
- vi. failure to perform duties;

- vii. at any time, by resolution of the Board of Directors, provided that it is issued exclusively based on the existence of serious, substantiated causes. The decision to remove the CSS Head shall in no case be linked to the content or sense of the resolutions issued by said service, thus guaranteeing its independence and avoiding conflicts of interest, as required by applicable regulations.

Outpayce's Board of Directors shall be competent to remove the CSS Head, and the reason for the removal shall be stated in the relevant resolution.

Within 30 business days of the effective date of the removal, Outpayce shall proceed to appoint a new CSS Head.

#### **8. Segregation and Independence of the Customer Support Service**

Outpayce shall ensure that this service is segregated from the organization's other commercial or operational services, and that decisions on the scope of its activity are made independently, avoiding conflicts of interest.

Notwithstanding the preceding paragraph, all of Outpayce's departments or services must collaborate with the CSS whenever so requested by it. Outpayce shall adopt the appropriate measures to ensure that the procedures set out for the transmission of the information required by the CSS from the other services of the organization conform to the principles of promptness, security, effectiveness and coordination.

Consequently, Outpayce shall ensure that the CSS has the human, material, technical and organizational resources required thereby to carry out its duties. Therefore, the measures necessary for the CSS personnel to have appropriate knowledge of the regulations on transparency and financial service customer protection shall be taken.

### **CHAPTER III: PROCEDURE FOR SUBMITTING, PROCESSING AND RESOLVING COMPLAINTS AND CLAIMS**

#### **9. Term for Submitting a Claim**

Customers may submit Claims to Outpayce at any time within up to five years from the date on which they become aware of the facts giving rise to the Complaint or Claim.

#### **10. Manner, Content and Place for Submitting Complaints and Claims**

Complaints and Claims may be submitted, either in person or through a representative, on paper or using computer, electronic or online systems, provided, in the latter case, that such systems allow the documents to be read, printed and stored. The use of computer, electronic or online systems must comply with requirements set forth in applicable regulations.

The procedure shall begin with the filing of a document indicating:

- a) Company name, address and information relating to the public registration of the complainant/claimant legal entity; and first name, surnames and national identity document number of the person representing the legal entity, duly evidencing said representation;
- b) reason for the Complaint or Claim, clearly specifying the matters on which a resolution is being requested;
- c) department or service where the events covered by the Complaint or Claim occurred;
- d) a statement that, to the best of the claimant's knowledge and belief, the matter subject of the Complaint or Claim is not being processed through administrative, arbitration or court proceedings;
- e) together with the filing document, the claimant shall provide any documentary evidence in their possession supporting their Complaint or Claim;
- f) place, date and signature.

Complaints and Claims may be submitted through the channels defined in the Schedule hereto.

### **11. Acceptance for Processing**

Once the Complaint or Claim has been received by Outpayce, written acknowledgment of receipt shall be given and the date of filing by the Customer shall be recorded.

In the event that the Complaint or Claim has not been resolved in favor of the complainant by Outpayce's Customer Care Department, in collaboration, where appropriate, with any Department that is the subject of the Complaint or Claim, it will be referred to the CSS.

The interested party shall submit the Complaint or Claim only once, and may not be required to do so repeatedly before Outpayce's various bodies.

The Customer shall have the right to provide or supplement the information requested to prove their identity or to clearly establish the facts that are the subject of the Complaint or Claim. The Customer must provide within 10 calendar days the required documentation, with a warning that in the event of a failure to do so the Complaint or Claim shall be rejected without further processing.

The amount of time that it takes the claimant to correct the errors referred to in the preceding paragraph shall not be taken into account for calculating the 15-business-day period following the submittal of the Complaint or Claim through any of the channels available.

Nevertheless, the claimant shall have the right to submit the information required to process the Complaint or Claim or to remedy the cause for which it was deemed inadmissible once the causes of inadmissibility have been established, even if they supplement any missing information or remedy the inadmissibility cause after the deadline for doing so. In such a case a new case file shall be opened for the same events, as the initial rejection does not entail a waiver of the right invoked but only of the action that was originally initiated.

## **12. Rejection of the Application for Processing**

Complaints and Claims shall be rejected as inadmissible when:

- a) data essential to the processing are omitted, and such omission cannot be remedied, including in those cases in which the reason for the Complaint or Claim is not specified;
- b) there is an intention to process as a Complaint or Claim different appeals or actions that should be heard by administrative, arbitration or judicial bodies, or when a settlement or litigation on the Complaint or Claim is pending or when the matter has already been resolved by these bodies;
- c) the facts, the reasons and the request in question covered by the Complaint or Claim do not refer to specific transactions or do not conform to the established requirements;
- d) Complaints or Claims that repeat other, previously resolved Complaints or Claims and that were submitted by the same Customer with respect to the same events;
- e) the term for submitting Complaints and Claims established in section 9 of the Customer Defense Regulations has expired.

When it becomes known that a Complaint or Claim and administrative, arbitration or court proceedings are simultaneously being conducted with respect to the same matter, the CSS shall refrain from processing the Complaint or Claim.

When a Complaint or Claim is deemed inadmissible for any of the reasons indicated above, the interested party shall be notified through a decision stating the reasons therefor, and shall be given a term of 10 calendar days to submit their pleadings. Once the interested party has replied, if the reasons for rejection remain unchanged, the interested party shall be notified of the final decision adopted.

In the event that the documentation required to remedy the inadmissibility is submitted after the deadline, a new Complaint or Claim will be opened and processed independently.

## **13. Processing**

The CSS may request, over the course of the processing of the case files, from both the claimant and Outpayce's various departments and services, all data, clarifications, reports and evidence that it considers relevant in order to make a decision.

## **14. Dismissal and Withdrawal**

If, with respect to the Complaint or Claim, Outpayce rectifies its situation with the claimant to the satisfaction of the latter, Outpayce must notify the CSS and provide the relevant supporting documents, unless the interested party expressly dismisses the Complaint or Claim. In such cases, the Complaint or Claim shall be filed without further processing.

The interested parties may withdraw their Complaints and Claims at any time. The withdrawal shall immediately put an end to the processing, as the interested party is concerned.

## **15. Conclusion and Notification**

The case must be completed within a maximum term of 15 business days from the date of filing of the Complaint or Claim through any of the channels made available by Outpayce. Nevertheless, in compliance with applicable regulations, in exceptional situations, if Outpayce is unable to provide a reply within 15 business days for reasons beyond its control, Outpayce shall send a provisional reply, clearly indicating the reasons for the delay in replying to the claim and specifying the deadline for the payment services user to receive a final reply. In any case, the deadline for issuing the final reply shall not exceed one month.

The grounds for the decision shall always be stated and the resolution shall contain clear conclusions on the request made in each Complaint or Claim based on the applicable contractual causes and regulations on transparency and customer protection, as well as good financial practice and customs. If the decision deviates from the criteria expressed in similar previous cases, the reasons must be stated.

Notice of the resolution shall be served on the interested parties within 10 calendar days following the date thereof, in writing or using computer, electronic or online systems, provided, in the latter case, that such systems allow the documents to be read, printed and stored and they comply with the requirements set forth in applicable regulations, as expressly indicated by the claimant and, lacking such an indication, using the same channel of communication as that used to submit the Complaint or Claim.

Resolutions bringing claim procedures to an end shall expressly mention the claimant's right to, in the event of disagreement with the decision, go before the Bank of Spain's Institutions Conduct Department.

Claimants may go before the Claims Service of the Bank of Spain's Institutions Conduct Department after having exhausted their remedies vis-à-vis the CSS, i.e. if the term for resolution expires without the CSS resolving the Complaint or Claim, or if the claimant does not agree with the resolution issued. In such case, it shall not be necessary to wait for the end of any term, and the Customer may go before the supervisor as soon as the resolution is issued.

## **16. Relationship with the Bank of Spain's Institutions Conduct Department**

Outpayce must reply, through the CSS, to requests made by the Bank of Spain's Institutions Conduct Department in the performance of its duties, by the deadlines determined by said Department in accordance with its regulations.

In the case of Outpayce, requests sent thereto by the Bank of Spain's Institutions Conduct Department shall be handled by a qualified person designated specifically for this task or by the CSS Head or a person authorized thereby. This person is identified as a contact person with the Institutions Conduct Department.

The Bank of Spain's Institutions Conduct Department and Outpayce shall execute any agreements necessary and carry out any actions convenient for enabling the online transfer of

the data and documents required for the exercise of their duties, using electronic signatures in accordance with applicable regulations.

### **17. Annual Report**

In the first quarter of each year, the CSS shall submit to the Board of Directors a report explaining the performance of its duties during the preceding year. This report shall include at least the following:

- a) A statistical summary of the Complaints and Claims processed, with information on the number of such complaints and claims, their acceptance for processing and the grounds for rejections, the reasons and issues referred to in the Complaints and Claims as well as the amounts involved;
- b) a summary of decisions issued, indicating whether they were favorable or unfavorable to the claimant;
- c) the general criteria on which the decisions were based;
- d) recommendations or suggestions stemming from the CSS's experience, in order to improve the attainment of the objectives that inform its actions.

Lastly, at least one summary of this report shall be included in Outpayce's annual report.

## Schedule

Complaints and Claims by Outpayce Customers may be submitted through the following channels:

- Email to Customer Support Service: [sac@outpayce.com](mailto:sac@outpayce.com)
- Postal mail to the offices of Outpayce: Calle Salvador de Madariaga 1, 28027, Madrid.