|  |
| --- |
| VIVA PAYMENT SERVICES, S.A., SUCURSAL EN ESPAÑA CUSTOMER PROTECTION REGULATIONS |

CUSTOMER PROTECTION REGULATIONS

VIVA PAYMENT SERVICES, S.A., SUCURSAL EN ESPAÑA

The purpose of the approval of these Customer Protection Regulations (the “**Regulations**”) is to ensure that the rules on the protection of customers set out in article 29 of Law 44/2002, of November 22, 2002, and in Order ECO/734/2004, of March 11, 2004, and, in particular, the provisions of article 8 of the Order, are properly complied with.

These Regulations are also approved within the framework of the general customer protection policy of VIVA PAYMENT SERVICES, S.A., SUCURSAL EN ESPAÑA (hereinafter the “**Branch**”), establishing the resources, bodies and procedures required to guarantee the proper protection of customers’ rights to obtain a response to and the resolution of any complaints and claims.

The procedure in relation to such service, which is regulated in accordance with the provisions of chapter III of the above mentioned Order, is described in detail in chapter III of these Regulations.

CHAPTER I
General Provisions

**1**.- **Purpose**

The purpose of these Regulations is to regulate the right that Customers of the Branch have to obtain a response to and the resolution of any Complaints and Claims, and the resources, bodies (the Customer Support Service) and procedures put in place by the Branch to ensure that such right can be effectively exercised.

**2.-** **Definitions**

For the purposes of these Regulations:

 (a) “*Customer*” means any person or entity, whether Spanish or foreign, who is considered a user of the services provided by the Branch;

(b) “*Claims Service*” means the body pertaining to the Bank of Spain which resolves complaints and claims presented by users of the services of entities who are subject to supervision by this body, concerning such users’ legally recognized interests and rights and deriving from purported breaches by the institutions in question of the legislation on transparency and customer protection or of financial good practice and norms.

(c) *“Order”* means *Order ECO/734/2004 of March 11, 2004 on the customer support departments and services and customer ombudsman of financial institutions;*

(d) “*Claim*” means any claim lodged by a Customer against the Branch setting out — with a view to obtaining restitution of their interests or rights — specific facts referring to actions or omissions by the Branch that are detrimental to the Customer’s interests or rights and derive from purported breaches by the Branch of the legislation on transparency and customer protection or financial good practice and norms;

(e) “*Regulations*” means these Customer Protection Regulations;

(f) “*Complaint*” means any complaint presented by a Customer as a result of delays, poor service or any other aspect of the Branch’s functioning which they regard as deficient.

(g) “*Customer Support Service*” or “*Service*” shall mean the independent service specializing in customer care established by the Branch, which has the functions attributed to it in section 4 of the Regulations and, in particular, that of responding to and resolving Customers’ Complaints and Claims.

**3.- Customer rights**

Any Customer who considers that they have been treated in a manner which is negligent, incorrect or unlawful, shall be entitled to have their Complaints and Claims responded to and resolved within a period of fifteen business days as from the presentation thereof to any area of the Branch – including its offices, the Customer Support Service, by e-mail or by postal correspondence – free of charge and in accordance with the provisions of these Regulations.

**CHAPTER 2**

**The Customer Support Service**

**4.-** **Functions**

* 1. The Branch shall have a Customer Support Service (the “**Customer Support Service**”) entrusted with the protection of the legitimate rights and interests of Customers in their relations with the Branch, and the processing of all Customer Complaints and Claims in accordance with these Regulations.
	2. The Customer Support Service shall resolve such Complaints and Claims independently and shall remain separate from the Branch’s other commercial or operational services to avoid conflicts of interest.

It shall have at its disposal the appropriate human, material, technical and organizational resources necessary for the performance of its functions. The Branch’s General Management will adopt whatever training measures may be required to ensure that the staff of the Customer Support Service have adequate knowledge of the legislation on transparency and Customer protection and of the obligations deriving from product and services contracts.

The Customer Support Service shall establish the appropriate procedures with the Branch’s business units in order to ensure that any requests made for information are responded to promptly and in a secure, efficient and coordinated manner.

* 1. The specific functions of the Customer Support Service shall be as follows:

(a) to respond to and resolve Complaints and Claims presented by Customers in accordance with the procedure established in Chapter III;

(b) to promote and oversee compliance in the Branch with customer protection legislation and good practice, preparing and making, on its own initiative or at the Branch’s request, reports, recommendations and proposals in relation to such matters;

(c) to ensure that reporting obligations imposed by the Order are complied with in accordance with the provisions of section 17 of these Regulations;

(b) to respond on the Branch’s behalf to any requests made by the Claims Service in the performance of its functions; and

(e) to prepare an annual report on the performance of its own functions in accordance with the provisions of section 18 of the Regulations.

**5.- Complaints and Claims excluded owing to their subject-matter**

Complaints and Claims relating to the following shall fall outside the scope of competence of the Customer Support Service:

1. Labor relations between the Branch and its employees and with its executives, where the matter relates to such labor or commercial relationships.
2. Relations between the Branch and its suppliers, to the extent that such relations are of a commercial nature.
3. Matters relating to decisions adopted by the Branch regarding the formalization or otherwise of any contract, or a particular transaction or service with specific persons, and the terms and conditions thereof, unless the Complaint or Claim is due to a delay or negligence in the adoption of decisions by the Branch;
4. Products and services marketed or contracted outside Spanish territory, with the exception of products and services marketed through any remote banking means;
5. Questions which have been or are being, simultaneously, examined through an administrative, arbitration or court proceeding which relates to the same facts forming the subject-matter of the Complaint or Claim.

**6.- Composition**

The Customer Support Service shall be led at all times by the head of such Service, who shall be assisted by whatever personnel such head regards as necessary at each given moment, in light of the Service’s needs and workload. By way of clarification, the Customer Support Service shall be able to rely on, in addition to the Branch’s resources, all the human and technical resources of the Group of which the Branch forms part.

**7.-** **Appointment**

**7.1.** The head of the Branch’s Customer Support Service will be appointed by the Branch’s General Management.

**7.2.** Persons eligible for appointment to the position of head of the Customer Support Service must be:

(a) persons of commercial and professional integrity pursuant to the applicable legislation;

(b) having the knowledge and experience required to exercise the duties of their office in accordance with these Regulations and the applicable legislation; and

(c) who are subject to none of the grounds for incompatibility set out in section 7.3 below.

**7.3.** The situations regarded as grounds for incompatibility for the purposes of point 7.2 (c) above shall include the following:

1. The provision of professional services to companies which are competitors of the Branch, and the acceptance of positions as employee, executive or director of such companies;
2. The holding of the offices of Chairman, Deputy Chairman, Board Member or Director, Chief Executive Officer, General Manager or similar, or holding of positions attributed executive functions, in any other electronic money institution, payment service provider, investment services firm, collective investment institutions management company, insurance company, pension fund management company or insurance brokerage firm;

(c) In the case of Spanish companies which do not compete with the Branch, membership of the Board of Directors or managing body, or the acceptance of positions as employee, executive or director, in more than four such companies, except where the head of the Customer Support Service, their spouse, an ascendant or descendant relation, or any person related to them by blood or affinity up to the second degree, in a direct or collateral line, are the owners — jointly or separately — of a stake therein which is equal to or above the quotient arrived at by dividing the capital of the company concerned by the number of members of its managing body; or in situations involving the legal representation of minors, absentees or disabled persons;

(d) The holding of political offices or engagement in any other activities which could be of public significance or could affect in some way the reputation of the Customer Support Service;

(e) The fact of being banned from engaging in trading activities under the provisions of article 13 of the Commercial Code;

(f) The fact of having been suspended or disqualified, through a criminal or administrative proceeding, from holding public office or from administering or managing legal entities;

(g) The existence of criminal record for forgery, offenses against the public finance authority, criminal insolvency, breach of trust in the custody of documents, breach of confidentiality, money laundering, misappropriation of public funds, disclosure of secrets or crimes against property; and

(h) Any other situations specified by the legislation applicable at any given time.

**7.4.** The appointment of the head of the Customer Support Service must be reported to the Bank of Spain and to the remaining supervisors of the Branch, as appropriate.

**8.-** **Mandate and termination of appointment**

**8.1.** The head of the Customer Support Service shall be appointed for a three-year term, with the possibility of such appointment being renewed, also by three-year terms. There shall be no limit on the number of times the appointment of the head of the Customer Support Service can be renewed.

**8.2.** The head of Customer Support Service shall cease to hold office in any of the following situations:

(a) expiry of the term for which they were appointed, without such term having been renewed;

(b) resignation;

(c) death or a supervening incapacity to perform the functions of the office;

(d) where the eligibility requirements referred to in point 7.2 above are no longer met;

(e) the fact of a final judgment having been handed down convicting them for a criminal offense; or

(f) a serious breach of their obligations or the fulfillment thereof in a clearly negligent manner, subject to there being due cause or reason.

In the event of departure of the appointed head of the Customer Support Service, the Branch’s General Management shall proceed immediately to appoint a new head who meets the eligibility criteria set out under point 7.2. The steps taken by the previous head of the Customer Support Service shall nevertheless continue to be valid.

The departure of the head of the Customer Support Service and appointment of a new head of such Service shall not interrupt the period within which a Complaint or Claim is required to be resolved pursuant to point 15.1.

**9.- Discharge of office. Independence**

**9.1.** The appointed head of the Customer Support Service shall discharge the duties of their office with the diligence and in accordance with ethical standards appropriate to the nature of the position they hold.

Similar, in discharging such duties, they shall act in all cases with the utmost impartiality and independence.

The Branch may take no reprisals, impose no penalties, make no threats, and exert no pressure on the appointed head of the Customer Support Service with a view to influencing, directly or indirectly, the decisions adopted by the Service in the performance of its functions.

**9.2.** The appointed head of the Customer Support Service must refrain from examining any Complaints and Claims in which they have a direct interest.

In such situations, the head of the Customer Support Service shall inform the Branch’s General Management accordingly, which shall determine that such Complaints and Claims shall be handled by the remaining Customer Support Service personnel.

**9.3.** The appointed head of the Customer Support Service and the persons assigned to such Service shall be banned from taking advantage for their own benefit, directly or indirectly, or for the benefit of persons related to them, of business opportunities or economic benefits of which they have become aware as a result of their activity.

**10.-** **Collaboration and supervision**

**10.1.** All departments and areas of the Branch shall be required to give the Customer Support Service their support and to collaborate in any way which facilitates the optimum performance of its functions. Specifically, they shall be required to provide the Service with whatever information it may require in the performance of its functions, doing so promptly and in a secure, efficient and coordinated manner.

* 1. The Branch’s General Management and the appointed head of the Customer Support Service shall meet with the frequency they consider advisable to analyze the functioning of the Service and adopt any measures which, where appropriate, they consider necessary to ensure that the Service performs its functions correctly and to promote and oversee compliance in the Branch with customer protection legislation.

**CHAPTER III
Procedure for submitting, processing and resolving Complaints and Claims**

**11.- Form and content of, and place for lodging, Complaints and Claims**

**11.1** Complaints and Claims shall be lodged by Customers within a maximum period of two years following the date on which they became aware of the facts causing the Complaint or Claim.

**11.2** Customers may submit their Complaints and Claims either in person or through a representative, in the latter case sufficiently evidencing such representation, at the address of the Branch, at any office which the Branch may have open to the public at any time, or at the address and e-mail address provided in the Schedule to these Regulations.

**11.3** Complaints and Claims may be lodged on hard copy or through computerized, electronic or online means, provided they enable the documents to be read, printed and stored, and always in accordance with the requirements set forth in Law 6/2020, of 11 November, regulating certain aspects of electronic trust services, and its implementing regulations.

 For these purposes, the Branch shall make available to its Customers at all times an e-mail address to which they can send any Complaints and Claims.

**11.4** The conduct of the procedure shall be initiated through the submission, by any of the means specified in section 11.3 above, of a document stating the following:

(a) First and last names (or corporate name) and address of the Customer and, as the case may be, of any representative thereof, and proof of such representation; and the national identity card, passport or foreigner identity number, or the data of the relevant public register;

(b) Reason for the Complaint or Claim, clearly specifying the issues on which a decision is requested;

(c) Office, department or service where the facts addressed in the Complaint or Claim occurred.

(d) Statement from the Customer that they are not aware of the matter addressed in the Complaint or Claim being dealt with in an administrative, arbitration or court proceeding.

(e) Place, date and signature.

Along with that document, the Customer must attach any documentary evidence in their possession on which the Complaint or Claim is based.

**12.-** **Admission to processing**

**12.1** Once the Complaint or Claim has been received at the Branch in accordance with what is stated in section 11 above, if the Complaint or Claim is not received directly by the Customer Support Service and, as the case may be, is not resolved in favor of the Customer directly by the actual department or service to which the Complaint or Claim has been addressed, it will be immediately sent to the Customer Support Service.

**12.2** The computation of the maximum period for terminating the procedure to which section 15.1 refers shall commence as of the moment when the Complaint or Claim is submitted at the address of the Branch, at any office which the Branch may have open to the public at any time, or at the address and e-mail address indicated in the Schedule to these Regulations. That Complaint or Claim will be conveyed to the Customer Support Service as soon as possible. However, if the Complaint or Claim entails any formal defect according to what is stated in section 12.4, the resolution period established in section 15.1 below will be tolled and the Customer will be notified of that circumstance.

Once the Customer remedies the defect, the resolution period will resume as from the moment when the tolling of the period was communicated to the Customer.

**12.3** Immediately after receiving the Complaint or Claim, the Customer Support Service will open a case file and send the Customer an acknowledgment of receipt of the Complaint or Claim by the Branch through any of the channels mentioned in section 12.2, in writing, expressly stating the date of submission of the Complaint or Claim for the purpose of initiating the computation of the period for issuing a resolution, calculated according to the preceding section.

**12.4** If the Customer’s identity or the sufficiency of the representation (where the Complaint or Claim is submitted through a representative) are not sufficiently proven, or the facts to which the Complaint or Claim relates cannot be clearly established, the Customer Support Service will ask the Customer (or their representative) to complete the documentation sent within a period of ten calendar days, expressly indicating to the Customer that if they do not do so, the Complaint or Claim will be shelved without further action.

Nonetheless, if the Customer remedies the formal defects in the submission of a Complaint or Claim after the aforementioned 10 calendar days elapse, a new proceeding will be initiated, for all purposes, on the same facts.

**12.5** The Customer Support Service may refuse to admit the Complaint or Claim in the following cases:

(a) When information essential to its processing is omitted and cannot be remedied, including those cases where the specific reason for the Complaint or Claim is not given;

(b) When appeals or other actions that fall within the jurisdiction of administrative, arbitration or court bodies are presented as Claims or Complaints, or if litigation is pending or a decision has yet to be handed down on such Claims or Complaints, or the matter has already been resolved by an administrative, arbitration or court body;

(c) When the facts, reasons and requests forming the basis of the issues addressed in the Complaint or Claim do not relate to specific transactions or the submitting person does not have the status of Customer, or the issues addressed do not refer to the Customer’s legally recognized interests and rights according to section 3 above;

 (d) When the period for submitting the Complaint or Claim established in section 11.1 has elapsed.

If the Customer Support Service considers that a Complaint or Claim should not be admitted for processing for any of those reasons, the Customer (or their representative) shall be notified in writing, and granted a period of ten calendar days to make submissions. If the Customer (or their representative) answers that notification and the grounds for rejection are sustained, the Customer Support Service will notify the final decision adopted in this respect.

**13.-** **Processing**

**13.1** In the course of the processing of the case file, the Customer Support Service may obtain from the Customer (or their representative) and from the different departments and services of the Branch, any data, clarifications, information or elements of proof that it deems relevant for reaching a decision. In any case, once a Complaint or Claim has been admitted, the Customer Support Service will immediately contact the departments or services affected and request the documents, data and clarifications necessary to form an opinion on the facts to which the Complaint or Claim relates.

All of the Branch’s services and departments will be obligated to send to the Customer Support Service, as quickly as possible, all the documents, information and clarifications requested by the Customer Support Service in the performance of its duties.

The Customer Support Service will include in a single case file all the documents that have been provided in the proceeding.

**13.2** When there is a connection between the Complaints or Claims lodged by the same or different Customers, the Customer Support Service may elect to join them in a single case file for reasons of efficiency and congruency.

**14.- Rectification and withdrawal**

**14**.**1** If the Branch rectifies the situation to the Customer’s satisfaction in light of the Complaint or Claim lodged, it shall communicate this to the Customer Support Service, presenting the documentation which evidences that rectification, unless the Customer expressly withdraws the Complaint or Claim.

**14.2** The Customer (or their representative) may withdraw their Complaints or Claims at any time, which will trigger the immediate termination of the procedure in relation to the relationship with that Customer.

However, if the Customer Support Service, in the context of its duty to promote compliance with the legislation on customer protection and transparency and with financial good practice and norms, considers it advisable, it may decide to continue with the proceeding.

**15.- Termination of the proceeding**

**15.1** The case file must be terminated within the maximum period of fifteen business days from the date on which the Complaint or Claim was lodged via any of the Branch’s areas according to section 12.2.

**15.2** The Customer Support Service’s decision bringing the proceeding to an end and resolving the Complaint or Claim must be reasoned and contain some clear conclusions on the request made in the Complaint or Claim. It must be based on the contractual clauses applicable to the factual scenario and the applicable provisions on customer protection and transparency, and financial good practice and norms.

When the decision deviates away from the views expressed by the Customer Support Service in similar previous proceedings, the Customer Support Service must give the reasons justifying the difference between both decisions.

**15.3** The decision must expressly state the Customer’s entitlement to appeal to the Bank of Spain’s Market Conduct and Claims Division in case of disagreement with the decision. For that purpose, the decision shall also include the contact details of the Bank of Spain’s Market Conduct and Claims Division.

The Customer may also appeal to the Bank of Spain’s Market Conduct and Claims Division in case of lack of a decision, after proving that the fifteen-business day period has elapsed after lodging the Complaint or Claim.

The maximum period in which Customers having the status of consumer may submit claims to the Bank of Spain’s Market Conduct and Claims Division shall be one (1) year from the date the Complaint or Claim was filed with the Customer Support Service.

**15.4** The decision must be notified to the Customer (or their representative) within the period of ten calendar days following the date of its adoption, in writing or by any of the means indicated in section 11.3 above. The decision will be notified through the same means used to lodge the Complaint or Claim, unless the Customer (or their representative) has expressly designated a specific means.

**15.5** The Customer will not be obligated to accept the decisions adopted by the Customer Support Service and may take the administrative and court actions deemed fit in relation to the facts to which the Complaint or Claim relates.

In contrast, the decisions of the Customer Support Service are binding and directly enforceable for the Branch. The service or department in charge of adopting the necessary measures to enforce those decisions will inform the Customer Support Service of the actions taken to comply with the decisions. That, however, shall not prevent the Branch from initiating, as appropriate, judicial, administrative or arbitration actions or any other deemed relevant to safeguard its legitimate rights and interests.

**CHAPTER IV
Final provisions**

**16.-** **Dealings with the Claims Service**

**16.1** The Customer Support Service will be in charge of responding on behalf of the Branch to requests made by the Claims Service in the performance of its duties, within the time limits determined by the latter.

**16.2** The Branch shall adopt the necessary decisions and carry out the appropriate steps to ensure that any data and documents required in its dealings with the Claims Service are provided online through the use of the electronic signature, in accordance with Law 6/2020, of 11 November, regulating certain aspects of electronic trust services., and its implementing regulations.

**17.- Public information**

The Customer Support Service will also be responsible for complying with the information obligations established by the Order and, in general, by the legislation on transparency and protection of customers of financial services.

In particular, it shall ensure that in all areas of the Branch, including its website if it has one, the following information is provided:

(a) The existence of the Customer Support Service, along with its address and e-mail address;

(b) The Branch’s obligation to answer and resolve the Complaints and Claims lodged by Customers within the period of fifteen business days from their submission to the Customer Support Service or to any department of the Branch in accordance with the provisions of these Regulations;

(c) A reference to the Claims Service, its contact details and to the need to exhaust the Customer Support Service procedure in order to be able to make claims before the Claims Service;

(d) An updated version of these Regulations; and

(e) References to the legislation on transparency and protection of customers of financial services.

**18.-** **Annual report**

**18.1** The Customer Support Service shall submit to the Branch’s General Management, within the first quarter of each year, a report explaining the performance of its duties in the preceding business year, which shall have the following minimum content:

**(a)** A statistical summary of the Complaints and Claims dealt with, with information on their number, admission and grounds for non-admission, reasons and questions raised in the Complaints and Claims, and the amounts concerned;

**(b)** Summary of the decisions issued, indicating the favorable or unfavorable outcome for the Customer;

**(c)** General criteria contained in the decisions of the Service;

**(d)** Recommendations or suggestions, based on prior experience, in order to better secure the objectives informing the actions of the Customer Support Service.

**18.2** At least one summary of that report will be incorporated in the Branch’s annual report.

**19.-** **Amendment**

**19.1** These Regulations must be verified by the Bank of Spain after approval by the Branch’s General Management and may be amended by the Branch’s General Management and subject to subsequent verification by the Bank of Spain, in accordance with the legislation on transparency and customer protection in force at any time.

**19.2** Such amendments, once they have been approved by the Branch’s General Management, shall be sent by the Bank of Spain’s Customer Care Department for their verification.

**20.-****Other contact details of the Customer Support Service**

**20.1** Complaints and Claims may be submitted at any office of the Branch, as indicated in section 11.2 of these Regulations, as well as at the address and e-mail address indicated in the Schedule hereto.

**21.-****Entry into force**

These Regulations shall enter into force following verification by the Bank of Spain.

**SCHEDULE**

**CONTACT DETAILS OF THE CUSTOMER SUPPORT SERVICE**

The contact details of the Customer Support Service of VIVA PAYMENT SERVICES, S.A., SUCURSAL EN ESPAÑA are as follows:

1. Head: Mary Dimitrakopoulou
2. E-mail: servicioalcliente@vivawallet.com
3. Address: Viva Payment Services, S.A., Sucursal en España, Paseo General Martínez Campos, 15-2 D, 28010 Madrid