



Complaints Policy

www.payswix.com

1. General provisions

- 1.1. As a licensed Electronic Money Institution regulated by the Bank of Lithuania, Payswix, UAB (hereinafter – Payswix or Company) is committed to providing its Customers' the best service possible with full transparency. Payswix understands how important it is to protect its customers' legal rights and legitimate interests, thus, the Company has implemented regulations as specified in Payswix Complaints Policy (hereinafter – Policy) for its customers to be followed in order to properly express and submit their complaints.
- 1.2. The Policy has been prepared in accordance with applicable legal acts and regulations:
 - 1.2.1. Payment Law of the Republic of Lithuania;
 - 1.2.2. Bank of Lithuania Law of the Republic of Lithuania;
 - 1.2.3. Law on the Protection of Consumer Rights of the Republic of Lithuania;
 - 1.2.4. The Rules for the out-of-court settlement procedure for disputes between consumers and financial market participants at the Bank of Lithuania, approved by the Resolution of the Board of the Bank on Lithuania on 2024-02-28, No. 03-28;
 - 1.2.5. The Rules for the examination of requests and complaints and for the service of persons at the Bank of Lithuania, approved by the Resolution of the Board of the Bank on Lithuania on 2014-05-08, No. 03-76.

2. Definitions & abbreviations

- 2.1. **Customer** – a natural person or legal entity holding an account with the Company and/or using any of the Company's provided services. Within the scope of this Policy, the customer also means the Company's former Customers and successors in the title of a Company Customers.
- 2.2. **Applicant** – a natural person or legal entity who is interested in the Company's provided services and seeks to become the Company's customer.
- 2.3. **Complaint** – a written expression by e-mail or post of dissatisfaction of the Customer addressed to Payswix, UAB claiming that the rights and/or legitimate interests of the Customer have been violated in relation to the services provided by the Company and/or agreements concluded with the Company and asking for satisfaction of the claims.



- 2.4. **Query** – question raised by the Company's Customer and/or Applicant about the Company's services or expressed dissatisfaction of Company's services and/or internal procedures not related to the Company's breach of applicable legal acts or service agreements with the Customer.
- 2.5. **Complainant** – the person making the Complaint.
- 2.6. **Consumer** – a natural person who seeks to open or opens an account with the Company for purposes other than its business or professional activity, i. e. who use a particular financial service to meet its personal, family or household needs (consumption purposes).
- 2.7. **Third party** – a natural person or legal entity, including statutory authorities that does not have a contractual relationship with the Company.
- 2.8. **Complaint specialist** – an Operations department employee assigned to handle the Complaint.
- 2.9. **Feedback notice** – a written confirmation of the outcome of the Complaint.

3. Complaints submitting instructions for Customers

- 3.1. All Payswix Customers can submit a Complaint by using one of the channels below to Payswix if it is deemed that their rights and/or legitimate interests in regard to usage of the Company's services have been breached.
 - 3.1.1. via email at support@payswix.com;
 - 3.1.2. via personal account in the Company's e-banking;
 - 3.1.3. via post to Payswix, UAB office at Company's correspondence address as provided on the Company's website;
 - 3.1.4. via phone, contacting Customer Support Centre as provided on the Company's website.
- 3.2. It shall be noted that in case of Queries from either the Company's Customers, Applicants or other Third parties – the Policy shall not apply and Quires should be submitted to the Company by using general contact information as indicated on the Company's website or through the assigned Company's manager, if applicable.
- 3.3. The Company only registers and deals with Complaints which include at least the following data:



- 3.3.1. Full legal name and surname of the Complainant. In case the Complainant is a legal entity, the company's name and the legal name and surname of the legal entity representative shall be specified;
- 3.3.2. Account number and/or other account/Complainant information from which the Company could identify that the account belongs/belonged to the Complainant;
- 3.3.3. Contact details of the Complainant which shall be used by the Company to send a Feedback notice. If no preferred contact information is provided in the Complaint, the Company shall send the Feedback notice by using the same contact information that Complaint was submitted from;
- 3.3.4. Description of legal rights and/or legitimate interests of the Complainant that were potentially breached by the Company as well as claims that Complainant seeks to be satisfied by submitting the Complaint.
- 3.3.5. If available, evidence to support the Complaint (e.g., correspondence, documents, account statements, etc.).
- 3.4. Once the Complaint is received by the Company, the Complaint is registered into Company's internal Complaint register and a Complaint specialist is assigned to handle the Complaint.
- 3.5. **All Company's Complaints are handled within 24 hours from the receipt of the Complaint by sending a Feedback notice to the Complainant.** However, if the Complaint is more complex and cannot be resolved immediately, the Feedback notice will specify the additional time, required to properly handle the Complaint and/or additional information and documents to be provided by the Complainant, required for further investigation. In such cases, the Complaint shall be handled within 15 business days from the day the Complaint was received or, if applicable, the receipt of all requested data from the Complainant. The aggregate timelines of Complaint handling shall not exceed 35 business days.

4. Complaints resolution through authorities

- 4.1. **All Company's customers** if not satisfied with the decision made by the Company or did not receive any response from the Company within 15 business days from the day the Complaint was submitted, shall have the right to use other legitimate remedies and to submit a complaint to the Bank of Lithuania:
- By filling out the online application [form](#);
 - By completing the application form (which can be found [here](#)) and e-mailing it to info@lb.lt;
 - By filling out a free-form application or completing the application form as indicated above and sending it by post or physically presenting it to the Bank of Lithuania at Totorių str. 4, Vilnius, Lithuania.



4.2. Regardless of which method is selected, the Complaint and its annexes must be signed and submitted in Lithuanian or English.

4.3. **Company's customers which are Consumers**, if not satisfied with the decision made by the Company or did not receive any response from the Company within 15 business days from the day the Complaint was submitted – **have a right to use out of court settlement of disputes and within 1 year from the submission of the Complaint to the Company, bring the complaint to the Bank of Lithuania**. The complaint can be submitted to the Bank of Lithuania:

- Via Electronic consumer dispute resolution system [here](#);
- by completing the Consumer Application Form (the form can be found [here](#)) and sending it to the Law and Licensing Department of the Bank of Lithuania by e-mail prieziura@lb.lt or by post to Totorių str. 4, 01121 Vilnius.

4.4. An application submitted via the electronic consumer dispute resolution system is considered signed by the Consumer. An application submitted by mail must be signed by the Complainant (or an authorised representative). An application submitted by electronic means (e. g. by email) must be signed by the Complainant (or an authorised representative) with a qualified electronic signature.

4.5. It shall be emphasized that Consumers have the right to choose whether to apply to the Bank of Lithuania or directly to court. The court ruling is binding, while the decision of the Bank of Lithuania is of a recommendatory nature, non-binding to both the Consumer and the Company and cannot be appealed. Nevertheless, even when the Bank of Lithuania has taken a decision, the parties to a dispute (the Consumer and the Company) retain the right to apply to the court. Hence, if the dispute is not settled amicably or through other means of out-of-court settlement of disputes, the dispute shall be resolved in court according to the headquarters of the Company.

5. Final provisions

5.1. Should any assistance be required to properly submit the Complaint, the Company remains available for all its Customers via phone or email. The exact contact details can be found on Company's website.

