

1. Fundamental provisions

1.1 This Warranty Claim Order regulates all legal relations arising between the Client and the Broker under and in relation to the assertion of Clients' claims stated in Point 1.6 of this Warranty Claim Order to the Broker, which relates to the quality and correctness of services provided to the clients by the Broker under and in connection with the Contracts concluded between the Broker and the Client, mainly procedures and time limits for handling these claims, method of payment of costs relating to these claims and any other legal relations.

1.2 This Warranty Claim Order has been adopted in accordance with the provisions of Article 26 of Commission Delegated Regulation (EU) No 2017/565, in accordance with the Methodological Guideline of the Financial Market Supervision Unit of the National Bank of Slovakia (NBS) No 2/2014 on 30th September 2014 and the internal regulation Concept of Complaints Handling.

1.3 This Warranty Claim Order is part of Terms and Conditions of International Investment Platform, o.c.p., a.s., for the provision of investment services as well as business terms and conditions issued by the Broker for individual Product and Service types.

1.4 To the extent to which the provisions of Business Conditions or business terms and conditions issued by the Broker for individual Product and Service types differ from the provisions of this Warranty Claim Order, the provisions of these business conditions shall take priority over individual provisions of this Warranty Claim Order.

1.5 Terms written in capital letters used in this Warranty Claim Order shall have the meaning as defined in the Business Conditions or specific business terms and conditions for individual Products and Services, unless otherwise specified by this Warranty Claim Order.

1.6 The Broker and the Client agreed that, according to this Warranty Claim Order, a claim shall be understood as an expression of dissatisfaction addressed to the Broker by a natural person or a legal entity in relation to the provision of services or the performance of activities subject to the supervision of the NBS pursuant to Act No. 566/2001 Coll. Securities and Investment Services Act, as amended, or under the Collective Investment Act.

1.7 A claim shall not be deemed to be a submission received by the Broker as an enquiry which

- a) a natural or legal person does not seek protection of its rights;
- b) an enquiry drawing attention to improper activity by a natural or legal person who is not the same as the Broker or persons acting on its behalf;
- c) an enquiry drawing attention to services provided and activities performed other than those subject to the supervision of the NBS.

2. Procedures and time limits of claim handling

2.1 The Client is entitled to the claim at the point of sale or headquarters of the Broker. If the conditions referred to in Point 2.5 of this Warranty Claim Order thereof are fulfilled, the Client shall also have the right to claim the warranty via Infoline service.

2.2 The Client is obliged to the claim to the Broker in a manner specified in Point 2.5 of this Warranty Claim Order, not later than six months from the date on which the Client had the possibility to learn the facts which constitute the subject of the claim, or the date when he had the possibility to discover the defect or to view the thing, unless the Broker and the Client explicitly agreed otherwise. In case the generally binding legal regulation stipulates a longer period of liability for defects in goods and services provided by the Broker, other than the period specified in the first sentence of this Point and if such a rule cannot allow the parties to agree on a different time, as laid down by this rule, the Client is obliged to claim for such defects to the Broker within the time limits specified in this regulation.

2.3 Unless the Client shall claim the defect to the Broker within the time limit specified in Point 2.2 of this Warranty Claim Order, the right of liability for defects shall expire.

2.4 Any Client, as well as the Client's authorised representative, is entitled to lodge a claim, while the signature of the Client as the principal on the written power of attorney must be officially verified.

2.5 The Client is obliged to file the Claim

- a) in writing with own signature delivered to the Broker via the postal service/ courier, fax, e-mail, personally;
- b) via Infoline service, provided that the Broker does not have any doubt about his identity;
- c) verbally, i.e. by telephone or by personal contact with an employee of the Broker, a cooperating person, whereby the person who receives the complaint on behalf of the Broker is obliged to assess from the subject of the complaint whether the complaint can be handled on the spot or whether it is necessary to draw up a record within the meaning of Annexes 1 and 2 of the Concept of Complaints Handling, which he/she shall immediately send to the holder of the Complaint Management Function for the purpose of handling the claim.

2.6 The claim must be clear as to who is making it, the subject of the claim and what the complainant is seeking. In his/ her Claim the Client is obliged to state definitely, clearly, correctly and precisely all claimed defects, which he has objections to and to prove these statements in a credible way, mainly by submitting the legally relevant documents, which he/ she is obliged to procure at his/ her own expenses. The Client is in the Claim obliged to state the rights he/ she asserts to the Broker, whereby such Client's right for liability for defects is primarily the right to elimination of defects.

2.7 If the claim submitted by the Client does not contain the facts necessary for its investigation, or if the Client fails to provide the necessary supporting documents or fails to fulfil the obligations set out in clauses 2.5 and 2.6 of this Warranty Claim Order, the Broker shall invite the Client to complete the complaint within a certain period of time. Until the errors in the claim have been corrected, the Broker shall not have a time limit for its processing. If the Client does not correct or complete his/her Claim within the specified time limit, the Broker shall not be obliged to deal with his/her Claim and investigate its validity. If the Client corrects the deficiencies of his/her Claim, the time limits specified in Point 2.10 of this Warranty Claim Order shall start to run from that moment.

2.8 The Client is obliged to give the Broker all the assistance needed to clarify the claim, if he refuses to assist in justification of the claim; the Broker is not obliged to carry out any further examination of the claim and any further investigation of justification of the Client's claim.

2.9 The handling of claims against the Broker and the monitoring of claims received and dealt with shall be carried out by the holder of the Complaint Management Function at the Legal & Compliance Department in accordance with the Broker's Organisational, Competence and Signatory Rules. The holder of the Complaint Management Function cooperates with the Custody & Administration Department and the Legal & Compliance Department.

2.10 If it is not possible to deal with the claim immediately without undue delay, the Broker is entitled within its competence to carry out a review and professional assessment and subsequently decide on its validity within 30 calendar days. If the claim cannot be resolved for objective reasons even within the aforementioned period of 30 days, the Broker is obliged to inform the Client in writing about the actions taken and the date on which the claim will be resolved. Such Claim may be settled within 60 calendar days at the latest from the date of its filing by the Client, unless otherwise stipulated or agreed.

2.11 If the assistance or representation of another entity is required to deal with a claim, the time limit for dealing with the claim shall not run during the period during which the claim is being dealt with by the other entity.

2.12 The Broker shall inform the Client about the manner of handling the claim no later than by the expiry of the time limit for handling the claim pursuant to Point 2.10. The Broker shall also inform the Client if the Broker does not satisfy the Claim in its entirety already when it is filed.

2.13 In dealing with claims, the Broker shall collect and verify all relevant evidence and information relating to the claim and communicate with the complainant in a clear, simple and understandable manner.

2.14 If the Broker rejects the Client's claim in whole or in part, the Broker shall comprehensively explain its position to the Client and inform the Client of other options for pursuing the Client's claim, e.g. the availability of an alternative dispute resolution mechanism or the relevant national authorities, etc.

2.15 A claim shall be deemed to have been resolved if the complainant has been informed in writing of the outcome of its investigation and, where necessary, measures have been taken to remedy the deficiencies identified or the causes of their occurrence. The response to the Client shall be signed by the holder of the Complaint Management Function and in his/her absence by the Director of Custody & Administration or a member of the Legal & Compliance Department authorised to act for the holder of the Complaint Management Function.

3. Costs relating to the settlement of the Claims

3.1 Unless otherwise stated in this Warranty Claim Order, all costs relating to the handling of the Claim, irrespective of, whether the Claim is justified or not, are settled by the Broker.

3.2 The Broker is not obliged to follow the provisions of the point 3.1 thereof, if the Client's filing does not qualify as Claim. This particularly entails Client's filing that does not claim defects caused by the Broker.

4. Out-of-court dispute resolution

4.1 If the Client is not satisfied with the Broker's opinion and statement regarding his/her claim, the Client has the possibility to turn to the competent supervisory authority, which is the National Bank of Slovakia.

4.2 The Client, who is a consumer, has the possibility to submit a proposal for initiation of alternative dispute resolution to one of the entities of alternative dispute resolution for consumer disputes included in the list, which can be found on the website <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>. The Client shall have the right to submit a proposal for initiation of an alternative dispute resolution to an alternative dispute resolution entity if the Broker has rejected the Client's claim or has not resolved the claim within the time limit pursuant to Point 2.10 of this Warranty Claim Order. The aim is to conclude a written agreement on dispute resolution between the Client and the Broker.

4.3 Another method of out-of-court dispute resolution is the assistance of a third impartial person, called a mediator. Through the mediator, the Client and the Broker will seek solutions during informal and non-public proceedings. A prerequisite for mediation is the interest of both parties to reach an agreement. The mediator is a natural person registered in the list of mediators maintained by the Ministry of Justice of the Slovak Republic. The Ministry publishes the list of mediators on its website: <https://obcan.justice.sk/infosud-registre/-/isu-registre/zoznam/mediator>.

5. Final provisions

5.1 The Broker and the Client have agreed that all other legal relations between the Broker and the Client, not expressly stated therein, shall comply with relevant provisions of the individual Agreements concluded between the Broker and the Client, relevant provisions of the business terms and conditions issued by the Broker and relevant provisions of the Securities Act, provisions of the Commercial Code and other relevant legal regulations in force in the territory of the Slovak Republic, and in the order as stated.

5.2 The Broker shall be entitled to unilaterally change or amend this Warranty Claim Order (whereby change shall mean any partial or whole replacement of the Warranty Claim Order by a recent Warranty Claim Order) on grounds of:

- a) Changes in legal regulations;
- b) Development in the securities and investment services market or capital market, that is objectively capable to affect the provision of the Products and/or Services or conditions for processing Claims related to the provision of Products and/or Services;
- c) Changes of the Broker's business policy;
- d) Changes of technical means for providing the Products and/or Services or processing Claims;
- e) Providing for secure functioning of information a/or business system;
- f) Providing for cautious business enterprise of the Broker and maintaining stability of the financial system;

g) Improvement of quality and simplification of provision of Products and/or Services or processing Claims.

The Broker will determine the actual wording of the Warranty Claim Order by publication no later than 15 calendar days before the changes come into effect. The Client has the right to express his disagreement with the change of the Warranty Claim Order by written notice delivered to the Broker no later than 15 days since the change of the Warranty Claim Order has been published. Otherwise the amendments shall become effective on the date stated therein if the Client (i) performs any acts towards the Broker after publication of the Warranty Claim Order or, if the Client (ii) continues in receiving the services from the Broker, so it is clear, the Client is willing to continue in the Contract with the Broker or the Client confirms (iii) he has understood the amended version of the Warranty Claim Order. Shall the Client disagree with the amendments of the Warranty Claim Order in the specified time limit and the Client and the Broker shall not reach agreement, the Client is entitled to terminate the Contract with the Broker with immediate effect. The Broker is also entitled to terminate the Contract with the Client with immediate effect and declare his claims towards the Client being immediately payable. This Warranty Claim Order shall become effective on 1st September 2020. All contractual relations concluded between the Client and the Broker shall comply with this Warranty Claim Order after the Warranty Claim Order shall become effective, unless otherwise specified by the Warranty Claim Order. After the Warranty Claim Order shall become effective, contractual relations, governed by any previous warranty claim order shall comply with this Warranty Claim Order exclusively. The Client agrees that all previous warranty claim orders and similar documents of the Broker will be fully replaced by this Warranty Claim Order, and all contractual relations be exclusively governed by this Warranty Claim Order, unless stated otherwise herein.

5.3 The Warranty Claim Order was published on 17th August 2020.