

# REGULATIONS FOR THE DEFENSE OF THE CUSTOMER OF MONEI DIGITAL PAYMENTS S.L.

## 1. OBJECT AND SCOPE OF APPLICATION

1.1. The purpose of this regulation (hereinafter, the “Regulation”) is to regulate the internal procedures established by MONEI DIGITAL PAYMENTS S.L. (hereinafter, the “Company”, “MONEI” or the “Entity”) for the protection of the rights of customers and users and, in particular, to regulate the operation of the Customer Service (hereinafter, the “Service” or the “SAC”) as the body responsible for dealing with and resolving complaints and complaints filed by MONEI customers and users, all in accordance with the provisions of Law 44/2002, of 22 of November, on measures to reform the financial system, in Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent measures in financial matters, and in Order ECO/734/2004, of 11 March.

1.2. All complaints and claims filed by natural or legal persons, Spanish or foreign, who are clients or users of the financial services provided by MONEI will be subject to the procedures established in these Regulations, provided that such claims relate to their legally recognized interests and rights, as a result of alleged breaches of transparency and customer protection regulations or good practices and financial uses.

## 2. CUSTOMER SERVICE

2.1. MONEI, through the Customer Service, undertakes to address and resolve complaints and claims submitted to it by those who receive the Company's services, related to their legally recognized interests and rights.

This obligation shall refer to complaints and claims filed, directly or through representation, by all natural or legal persons, Spanish or foreign, who are users of the financial services provided by MONEI, provided that such complaints and claims relate to their legally recognized interests and rights, whether they derive from contracts, from the regulations of transparency and customer protection or from good practices and financial uses and, in particular, from the principle of fairness.

2.2. Since MONEI will not appoint a Customer Ombudsman, the SAC will deal with all complaints and complaints duly filed by its customers and users within the scope of application of these Regulations, in accordance with the provisions of paragraph 1.

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07, Malaga, Spain. BORME: MÁLAGA Commercial Registry T 5998, L 4905, F 54, S 8, H MA158775, I/A 1 (14.01.21). MONEI is a payment institution regulated by the Banco de España with license number: 6911. Merchant funds are protected in the safeguarding accounts of supervised and regulated banking institutions.

2.3. In order for the SAC to properly perform its functions, all MONEI departments and services shall be aware of the existence of the SAC, and must provide it with any information required by the SAC in relation to the exercise of their functions. MONEI will take appropriate measures to ensure that the procedures provided for the transmission of the information required by the Service at all times comply with the principles of speed, security, efficiency and coordination. Any department of the Entity that receives a complaint or complaint and considers that it cannot be resolved within the framework of its usual activity in favor of the customer, must immediately send it to the SAC, informing the complainant that the competence to hear about it corresponds to the customer.

2.4. The SAC will have the appropriate human, material, technical and organizational resources to carry out its functions. In particular, it will take the necessary actions so that the staff attached to it have adequate knowledge of the regulations on transparency and protection of customers and users.

2.5. The SAC will be separated from the other commercial and operational services of the Entity or, where appropriate, from any other entities of the group, and in the exercise of its functions it will adopt its decisions with total autonomy, depending hierarchically on the Entity's Management Body.

### 3. CUSTOMER SERVICE FEATURES

The SAC will be the body responsible for protecting the legitimate rights and interests of customers and users in their relations with the Entity derived from their mutual contractual relationships, for dealing with and resolving complaints and claims that customers and users submit, in accordance with the provisions of these Regulations, and ensuring that relationships with customers and users are developed at all times in accordance with the principles of good faith, fairness and mutual trust.

Specifically, this SAC will perform the following functions:

(i) Address and resolve complaints and claims that may be submitted by customers and users of the Entity, related to their legally recognized interests and rights, in accordance with the conditions, deadlines and with the procedure described in these Regulations, as well as in the regulations that may be applicable at any given time.

For this purpose, it may request from the other departments of the Entity the information it deems necessary for the study and resolution of the complaints and claims raised.

(ii) Promote and ensure compliance by the Entity with transparency and customer protection regulations and good practices and financial uses, preparing and carrying out, on its own initiative or at the request of the Entity, reports, recommendations and proposals in relation to such issues.

(iii) The SAC will record the complaints and claims received by maintaining an internal electronic record.

(iv) The SAC will continuously monitor the data on complaints and claims filed in order to identify and address recurring or systemic problems and the possible legal and operational risks of the Entity.

(v) Ensure the monitoring of compliance with the reporting obligations imposed by Order ECO/734/2004, of March 11, on the Entity.

(vii) Prepare an annual report explaining the performance of your function in accordance with the provisions of these Regulations.

(viii) Resolve the issues raised by the different departments of the Entity with respect to their relationships with their customers and users, if any.

(ix) Promote regulatory compliance by the different departments of the Entity, especially in terms of customer protection and transparency.

## **4. CLAIMS AND COMPLAINTS EXCLUDED FROM THE JURISDICTION OF THE SAC**

Claims and complaints related to any of the following cases will not be within the competence of the SAC:

(i) Claims and complaints that relate to issues that are being processed or have been resolved by administrative, judicial, arbitration, or that are intended to prevent, hinder or delay the exercise of any right of the Entity against its shareholders or potential shareholders.

(ii) Those that refer to strategic, tactical, commercial, budgetary, organizational or similar issues or decisions that have been adopted by the Entity within the discretion of business management.

(iii) Complaints and complaints arising from the Entity's relationships with its employees in the workplace or with its managers.

(iv) Relationships between the Entity and its suppliers, with the exception of those that relate to the operations of the Entity and that directly affect the legitimate rights and interests of customers and users in their relations with the Entity.

(v) Claims and complaints arising from products or services marketed or contracted outside Spanish territory.

This exclusion does not affect the possible remote marketing of financial services aimed at consumers, and specifically the rights that they may claim as applicable, in accordance with Law 22/2007, of 11 July, on remote marketing of financial services aimed at consumers.

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(vi) Relations between the Entity and its partners or shareholders, with the exception of those that relate to the operations of the Entity.

(vii) Complaints and complaints regarding data protection.

## 5. COMPOSITION OF THE SAC

The SAC will be composed of its owner and of the auxiliary staff that, where appropriate, the Management Body of the Entity deems appropriate at all times, in response to the needs and workload of the SAC itself.

In any case, the SAC must have sufficient staff for the proper development of the competencies it has conferred under applicable legislation and these Regulations. In addition, the SAC must be equipped with sufficient material, technical and organizational resources to carry out its functions.

## 6. CUSTOMER SERVICE OWNER

6.1. MONEI will appoint an owner of the Service (hereinafter, the "Owner"), who must be a person with due commercial and professional repute and have sufficient knowledge and experience to perform their functions.

6.2. Commercial and professional honor exists in those who have been observing a personal trajectory of respect for commercial and other laws that regulate economic activity and business life, as well as good commercial and financial practices. Those who have performed functions related to the Entity's own financial activity have adequate knowledge and experience for the purposes set out in these Regulations.

6.3. The Head of the SAC will be appointed by the MONEI Management Body. The appointment shall be made for a period of three years, renewable for periods of equal duration. The appointment, renewal, replacement and termination of the Customer Service Owner will be communicated by MONEI to the complaints service of the competent financial supervisor.

6.4. The following will be causes of incompatibility and ineligibility to exercise the position of Owner:

(a) Belong to or have belonged to the management bodies of the Entity or, where appropriate, of any entity of the Group, or to perform or have performed management or executive functions in the last two years in the Entity or, where appropriate, in any entity of the Group;

(b) Provide professional services to companies competing with MONEI, as well as accepting positions of employee, manager or administrator in those companies;

(c) Perform the position of member of the Board of Directors, CEO, CEO or similar, or hold positions that have executive functions in any credit institution, investment services company,

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management company of collective investment institutions, insurance entity, pension fund management entity or insurance brokerage firm;

(d) Holding political positions or carrying out any other activities that could have public significance or that could in any way affect the image of Customer Service; and

(e) Any other causes of incompatibility that may be established by the applicable regulations at any given time.

6.5. The Head of the SAC may be dismissed by a reasoned decision of the MONEI Management Body, when there is justifiable cause. Any of the following shall constitute justifiable cause for agreeing to the dismissal of the Owner:

(a) Suffering disability;

(b) Expiration of the term of the position, if it is not renewed;

(c) Have been convicted of a crime in a final judgment;

(d) Express waiver;

(e) Serious breach of their obligations or in case of passivity in the exercise of their functions (unjustified delays in response time to customers and users);

(f) Disappearance of the circumstances that motivated his appointment.

In the event of dismissal, a new owner will be appointed within twenty days after the termination of office.

In the event that the Owner of the SAC is dismissed from office for the reason referred to in paragraph e) above, such cessation may not, under any circumstances, be related to the meaning of the resolutions of complaints and claims by the SAC, in order to ensure that it makes its decisions independently and, likewise, avoids conflicts of interest, as required by article 6.1 of Order ECO/734/2004, of March 11.

## 7. WHEREWITHAL

The Management Body of the Entity shall enable the measures it deems appropriate for the normal functioning of the SAC, so that it can have the appropriate human, material and technical resources to carry out its functions. In particular, a specific postal and electronic mail address will be made available to the SAC through which complaints and complaints will be channeled. In addition, the SAC will be provided with the necessary resources so that it can carry out its functions efficiently.

The annual report prepared by the SAC will include a mention of the sufficiency of these resources. The Management Body of the Entity, in the light of the mentions included in that

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report, shall adopt, where appropriate, the appropriate measures to provide the SAC with sufficient resources.

7.1. The Entity's Management Body shall take appropriate measures to ensure that the staff attached to the SAC have adequate knowledge of the regulations on the transparency and protection of customers and users of financial services.

7.2. All departments of the Entity must provide their support to the SAC and collaborate in everything that favors the best exercise of their functions and, in particular, must provide the SAC with any information it requests in relation to the exercise of its functions, in accordance with the principles of speed, safety, efficiency and coordination.

7.3. The Management Body of the Entity and the Head of the SAC will hold meetings (in person or online) as often as they deem appropriate and, at least, once a year, they will meet to analyze the operation of the SAC and adopt the measures that, where appropriate, are considered necessary to ensure the proper performance of their functions and promote and ensure compliance with regulations on customer protection and good practices and financial uses.

## 8. SUBMISSION OF COMPLAINTS AND CLAIMS

8.1. Complaints and claims will be submitted to the SAC or to any instance, service or department of the Entity (these must be sent, in any case, to the SAC if they have not been resolved in favor of the complainant by the office or service that is the subject of the complaint or complaint), personally or by representation, by the following means:

(a) on paper; or

(b) by computer, electronic or telematic means, provided that these allow the reading, printing and preservation of documents. The use of these means must comply with the requirements set out in Law 6/2020, of 11 November, which regulates certain aspects of electronic trust services.

8.2. The document submitted will include the following information:

(a) name, surname and address of the interested party, and where appropriate, of the person who represents him, duly accredited;

(b) ID number, N.I.E. or passport number for individuals and data related to registration in a public registry for legal entities;

(c) the reason for the complaint or claim, with a clear specification of the issues on which a decision is requested;

(d) office or offices, department or service where the facts that were the subject of the complaint or claim occurred;

(e) statement that the interested party has no record that the subject matter of the complaint or claim is being substantiated through an administrative, arbitral or judicial procedure; and

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(f) place, date and signature of the interested party.

8.3. The documentary evidence held by the interested party and on which the complaint or claim is based must be attached. The original documents relating to possible complaints or claims will not be destroyed. Correspondence held by any means between the interested party, his lawyers, if any, and MONEI will be sent to the SAC.

8.4. The complainant may submit complaints and claims to any department or service of the Entity and, where appropriate, to any branch open to the public, in addition to by post and email.

## 9. ADMISSION FOR PROCESSING

9.1. Only complaints and claims that are filed within five (5) years from the date on which the claimed events occurred will be accepted; however, the minimum period of two (2) years from the date on which the customer became aware of the facts causing the complaint or claim will be respected.

The submission of a claim or complaint after the deadline will determine its inadmissibility and, therefore, it will not be processed, which will be communicated to the customer in a timely manner. In any case, customers and users may submit their complaints or complaints to other competent bodies.

9.2. The deadline for resolving the complaints and claims submitted will begin to be calculated from their submission to any instance of the Entity through any of the authorized channels.

9.3. Once admitted for processing, the Service will acknowledge, receive in writing and record the date of submission. The Service will keep a record, which will be kept for six years, of all complaints and claims that are referred to it, including:

- (a) a copy of written complaints and claims;
- (b) a copy of the written responses to each complaint or claim;
- (c) details of actions aimed at investigating the reasons for the complaint; and
- (d) details of actions aimed at resolving the complaint or claim.

9.4. The complaint or claim will only be filed once by the interested party, and its repetition cannot be required before different MONEI bodies.

9.5. In the event that the identity of the interested party is not sufficiently established, or the facts that are the subject of the complaint or claim cannot be clearly established, the SAC will require the signatory to complete the documentation sent within ten calendar days, with the warning that if it does not do so, the complaint or claim will be filed without further processing.

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The time period used to correct these errors will not be included in the calculation of the fifteen (15) business days established as the maximum response time referred to in section 10 below.

9.6. The reasons why the admission of a complaint or claim by the SAC may be refused are:

- (a) the omission of essential data for processing that cannot be remedied, including cases in which the reason for the complaint or claim is not specified;
- (b) the intention to process, as a complaint or claim, remedies or actions whose knowledge is the competence of administrative, arbitration or judicial bodies, which are pending resolution or litigation or when the matter has already been resolved in those instances;
- (c) that the acts, reasons and request specifying the issues that are the subject of the complaint or claim do not refer to specific operations, or do not refer to interests and rights legally recognized to individuals in their capacity as users;
- (d) the formulation of complaints or claims that reiterate other previous ones resolved, filed by the same customer in relation to the same facts; or
- (e) the expiry of the established period of five (5) years from the date on which the facts claimed occurred, respecting in any case the minimum period of two (2) years from the time the customer became aware of the facts that caused the complaint or claim.

When the SAC is aware of the simultaneous processing of a complaint or claim and of an administrative, arbitral or judicial procedure on the same matter, it must refrain from processing the first.

9.7. When the Service deems a complaint or claim inadmissible to process, this fact will be brought to the attention of the interested party, giving them a period of ten calendar days to submit their allegations to the Service. If the interested party answers and the causes of inadmissibility are maintained, the Service will communicate the final decision adopted.

In addition, when the complainant completes the information of their complaint or claim, either because their identity has not been sufficiently proven or when the facts that are the subject of the complaint or claim cannot be clearly established, after the period of ten (10) calendar days mentioned above, a new procedure will be opened for the same facts.

## 10. PROCESSING AND FINALIZATION OF THE FILE

10.1. The SAC has a maximum period of fifteen working days to deal with and resolve complaints and claims filed by the customer, starting from the date of submission of the claim or complaint to any instance of the Entity or through any of the authorized channels. Exceptionally, if a response cannot be provided within fifteen business days for reasons beyond the control of the Entity, the Entity will send a provisional response, in which it clearly indicates the reasons for the delay in responding to the complaint and specifying the period within which the complainant will receive the final response. In any case, the deadline for receiving the final response shall not exceed one month.

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10.2. In the event of not being satisfied with the terms of the decision adopted or after the period of fifteen working days has elapsed or, where appropriate, after the response period that the SAC expressly and exceptionally would have communicated to the complainant, without the complaint or claim having been resolved, the complainant may go to the complaints service of the competent financial supervisor. Claimants who have the status of consumer are advised that, once the SAC route has been exhausted, they have a maximum period of one year, computable from the previous submission of the complaint or claim to the SAC or to any other instance of the Entity, to go to the complaints service of the competent financial supervisor.

10.3. The resolution that ends the procedure will always be motivated and will contain clear conclusions about the request raised in each claim or complaint, based on the specific contractual clauses, the applicable transparency and customer protection rules, and good practices and financial uses. Likewise, the resolution shall contain express reference to the power of the interested party to, in the event of disagreement with the resolution of the procedure, go to the complaints service of the competent financial supervisor; in addition, the contact details of said complaints service must be included.

10.4. If the decision departs from criteria stated in previous similar files, reasons must be provided to justify it.

10.5. Once the resolution has been issued, the interested party or interested parties will be notified within a maximum period of ten calendar days from the date on which it was adopted.

10.6. The decision will be notified to the interested parties in writing or by computer, electronic or telematic means, provided that they allow the documents to be read, printed and preserved, as expressly designated by the complainant and, in the absence of such indication, through the same medium in which the complaint or claim was filed.

10.7. Decisions must be made in the same language in which the complaint or claim was made.

## 11. EFFECTS OF THE RESOLUTION

### 11.1. Effects for the customer

The complainant will not be obliged to accept the decision issued by the SAC, and may initiate administrative proceedings or take such judicial actions as it deems appropriate.

### 11.2. Effects for the Entity

The decision issued by the SAC, favorable to the complainant, will bind the Entity.

In the event that the resolution is favorable to the claimant, the Entity will execute it within a maximum period of one month when, by virtue of it, it must pay an amount or perform any other act in favor of the claimant, unless, in view of the circumstances of the case, the resolution establishes a different period.

## 12. INTERNAL ANALYSIS AND ANNUAL REPORT

12.1. Within the first quarter of each year, the SAC will submit to the MONEI Management Body an explanatory report on the performance of its function during the previous year, which shall at least contain:

- (a) statistical summary of the complaints or claims addressed, with information on their number, admission for processing and reasons for inadmissibility, reasons and issues raised in the complaints and claims, and amounts and amounts affected;
- (b) summary of the decisions made, indicating whether favorable or unfavorable to the claimant;
- (c) general criteria contained in the decisions; and
- (d) recommendations or suggestions derived from their experience, with a view to better achieving the purposes that inform their performance.

12.2. At least one summary of the report will be integrated into the Entity's annual report.

## 13. DUTY OF INFORMATION

The Entity must provide customers and users, by appropriate means, with information on the existence and functions of the SAC, their rights to file complaints and the procedure for formulating them. To this end, the Entity will make available to customers and users, both on its website and, if any, in each of the offices open to the public, the following information:

- (i) The existence of the SAC, with the indication of its postal and electronic address, and the obligation to deal with and resolve the complaints and claims filed by the customer within a general period of fifteen business days, starting from the date of submission of the claim or complaint to any instance of the Entity or through any of the authorized channels, to issue its decision.
- (ii) This Regulation.
- (iii) Reference to the claims service of the corresponding financial supervisor, specifying his postal and electronic address, and the need to exhaust the SAC channel to be able to formulate complaints and claims to him.
- (iv) References to the regulations on transparency and customer protection of banking services.

The SAC will be responsible for ensuring compliance with the reporting obligations set out in the SAC Order and, in general, for the transparency and protection of financial services customers that are applicable at all times.

## 14. RELATIONSHIP WITH THE COMPLAINTS SERVICE OF THE BANCO DE ESPAÑA

The Entity shall at any time designate the competent person to meet the requirements directed by the claims services of financial supervisors, within the time limits determined by the Complaints Service of the competent Financial Supervisor.

The Complaints Service of the Banco de España and MONEI will adopt the necessary agreements and will take appropriate actions to facilitate the transmission of the data and documents that are necessary in the exercise of their functions by telematic means through the use of electronic signatures, as established in Law 6/2020 of November 11, which regulates certain aspects of electronic trust services.

## 15. APPROVAL AND AMENDMENT OF THESE REGULATIONS

15.1. The approval of these Regulations for the Defense of the Customer must be carried out by the Management Body of the Entity, subject to subsequent verification by the Banco de España.

15.2. These Regulations may be amended by the Management Body of the Entity, in accordance with the regulations on transparency and customer protection in force at any given time, as well as at the request of the Banco de España.

These modifications, once approved by the Entity's Management Body, will be sent to the SAC for its knowledge, and to the Banco de España for verification.

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## Annex I

### Identifying data

MONEI Digital Payments, S.L. NIF: B02660926

Registered address:

Calle Palestina 1, Mezzanine, 29007 - Malaga

### Place of Presentation

#### Customer Service

MONEI Digital Payments, S.L.

Palestine Street 1, Mezzanine, Of. E, 29007 - Malaga

[SAC@monei.com](mailto:SAC@monei.com)

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