



Developed and approved by the Management Board
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REGULATIONS FOR HANDLING CUSTOMER COMPLAINTS (CLAIMS)

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1. GENERAL REGULATIONS

The Regulations for Handling Customer Complaints (Claims) (hereinafter referred to as the Regulations) of SIA FLEXIDEA (hereinafter - FLEXIDEA) have been developed based on the requirements of the legislation of the Republic of Latvia, as well as following the best practices in the financial market, and it determines the procedure for submitting and handling Customer complaints (claims) in disputes regarding the services provided by FLEXIDEA.

1.1. The terms used in the Regulations

- 1.1.1. **Customer** – the legal entity to which FLEXIDEA provides services;
- 1.1.2. **Portal** – an e-services environment on the www.flexidea.eu website where FLEXIDEA serves the Customer;
- 1.1.3. **Agreements** – the User Agreement, the Cooperation Agreement and the Invoice Financing Agreements concluded between FLEXIDEA and the Customer;
- 1.1.4. **Terms and Conditions** – General Terms and Conditions in the current version, which are posted on the Portal;
- 1.1.5. **Register of Complaints** – a register recording all complaints (claims) received directly from Customers in person, by post, email or other electronic means.

Other terms used in these Regulations are consistent with those used in the Terms and Conditions.

1.2. Rights and Obligations of the Customer

- 1.2.1. Any Customer shall have the right to address a written complaint (claim) to FLEXIDEA:
 - ◆ regarding non-compliance by FLEXIDEA with the provisions of legislation, the Agreements and/or the Terms and Conditions;
 - ◆ regarding the operation of the Portal or any error, malfunction, defect and/or other failure related to its operation, including if it is related to customer identification, electronic signature, passwords, Username and/or other experience of using the Portal;
 - ◆ regarding the services provided by FLEXIDEA, if the complaint relates to the Agreements, their performance or termination, including the calculation of fees and/or interests on arrears, advance, reserve calculations, settlement procedures, redemption obligations, liability, etc;
 - ◆ regarding a breach of confidentiality and/or data processing and/or privacy policies;
 - ◆ regarding any other topic related to the services provided by FLEXIDEA, including unethical behavior of FLEXIDEA's employees.
- 1.2.2. A Customer who has addressed FLEXIDEA with a complaint (claim) shall have the right to have it examined and to receive a response from FLEXIDEA in accordance with the procedure set out in these Regulations.
- 1.2.3. A Customer has the right to withdraw his/her complaint (claim) in writing at any time during the dispute.
- 1.2.4. A Customer shall have the right to use third parties as its representatives or attorneys in the dispute by submitting to FLEXIDEA documents confirming the right of such persons to represent the Customer.
- 1.2.5. A Customer shall have the right to submit the dispute to the public authorities, a court of general jurisdiction or arbitration, taking into account the provisions of the Agreements concluded between FLEXIDEA and the Customer, without first submitting the complaint (claim) to FLEXIDEA in accordance with the procedure set out in the Regulations.
- 1.2.6. A Customer shall submit a complaint (claim) to FLEXIDEA in Latvian, English or Russian. The complaint (claim) shall be examined and FLEXIDEA's written response shall be provided to a Customer in the language in which the complaint (claim) was submitted.
- 1.2.7. A Customer is obliged to provide FLEXIDEA with any other additional information and/or documents regarding the facts and circumstances stated in the complaint (claim).

1.3. Obligations and Rights of FLEXIDEA

- 1.3.1. FLEXIDEA shall accept the Customer's complaint (claim), investigate it in the manner and within the time limits set out in the Regulations, make an appropriate decision and shall provide the Customer with a response.

- 1.3.2. If a Customer has submitted a complaint (claim) in compliance with the requirements of the Regulations, FLEXIDEA shall not be entitled to refuse to provide a written response to the received complaint (claim).
- 1.3.3. FLEXIDEA shall examine the Customer's complaint (claim) free of charge.
- 1.3.4. Customer complaints (claims) shall be examined by a Customer Complaints Committee appointed by a resolution of the Managing Board of FLEXIDEA and consisting of two FLEXIDEA employees (hereinafter referred to as the Committee).
- 1.3.5. When examining a complaint (claim), FLEXIDEA shall have the right to request from the Customer any additional information and documents regarding the facts and circumstances stated in the complaint (claim).

2. LODGING COMPLAINTS (CLAIMS)

- 2.1. The Customer shall submit a complaint (claim) in writing to FLEXIDEA at its office address - 58a-320 Bauskas Street, Riga, LV-1004 (in person or by post) or by sending it signed with a secure e-signature to the electronic address: info@flexidea.eu.
- 2.2. FLEXIDEA shall receive and handle the complaint (claim) in accordance with the procedures set out in these Regulations:
 - 2.2.1. if lodged by the Customer;
 - 2.2.2. if it does not affect questions concerning decisions of FLEXIDEA relating to the fixing, cancellation or modification of the financing limit, the rates of fees and/or interests on arrears and/or advance rates and the reasonableness thereof and other similar questions;
 - 2.2.3. if the Customer has not previously lodged a complaint (claim) on the same subject.
- 2.3. The complaint (claim) must state:
 - 2.3.1. the name, registration number, registered office and address of the person lodging the complaint (claim) to which FLEXIDEA shall reply. If the Customer agrees to electronic communication, then also the email address;
 - 2.3.2. contact details of the person lodging the complaint - phone number;
 - 2.3.3. the time the complaint (claim) was made - at least the date;
 - 2.3.4. the nature of the complaint (claim);
 - 2.3.5. the circumstances on which the complainant (claimant) bases his/her complaint (claim);
 - 2.3.6. the requests of the person lodging the complaint (claim);
 - 2.3.7. a list of the documents accompanying the complaint (claim).
- 2.4. The complaint (claim) shall be signed by a representative of the Customer who has the right to sign.
- 2.5. The complaint (claim) shall be accompanied by the relevant documents supporting the complaint (claim).
- 2.6. If the Commission, after the complaint (claim) is lodged, finds that the complaint (claim) does not comply with the requirements of Clauses 2.2, 2.3 and 2.4 of the Regulations, the Commission shall adopt a decision to leave the complaint (claim) without consideration, informing the Customer thereof in writing within 5 (five) days from the date of the decision.

3. PROCEDURE FOR HANDLING COMPLAINTS (CLAIMS)

- 3.1. FLEXIDEA shall register the received Customer's complaint (claim) in the Register of Complaints.
- 3.2. If the complaint (claim) meets the requirements of these Regulations, the Commission shall examine it.
- 3.3. The Commission shall examine the Customer's complaint (claim) within 15 (fifteen) days from the date of its receipt and shall reply in writing to the Customer.
- 3.4. If the Commission, upon examination of the Customer's complaint (claim), finds circumstances which make it impossible to meet the deadline set out in Clause 3.3 (additional verification is required or additional information is to be requested, as well as for other objective reasons), the Commission shall decide to extend the examination deadline up to 30 (thirty) days from the date of receipt of the complaint (claim), notifying the Customer thereof in writing.
- 3.5. When examining a complaint (claim), the Commission shall have the right to request from the Customer any additional information and documents regarding the facts and circumstances stated in the complaint (claim). During the pendency of the dispute, the Customer shall be entitled to submit to the Commission any explanations and documents, as well as to express its arguments and observations on the subject matter of the existing dispute.
- 3.6. In the course of the investigation, the Commission shall have the right to request written explanations and necessary documents from FLEXIDEA's employees and other persons involved in the dispute.

During the pendency of the dispute, the parties concerned shall be entitled to submit to the Commission any explanations and documents, as well as to express its arguments and observations on the subject matter of the existing dispute.

- 3.7. The Commission shall deal with the complaint (claim) in accordance with the requirements of the legislation and the rules laid down therein and on the basis of the principles of respect, fairness and justice.
- 3.8. After consideration of the dispute, the Commission shall make a decision and notify the Customer of its decision by providing a reasoned written response. The reply shall be sent to the Customer's address indicated in the complaint (claim) (if the Customer has agreed to electronic communication, then to the e-mail address indicated in the complaint (claim)).
- 3.9. If, during the examination of the complaint (claim), the Commission finds that it is fully or partially justified, FLEXIDEA shall take measures to remedy the irregularities found and to partially or fully comply with the request specified in the Customer's complaint (claim).

4. FINAL PROVISIONS

- 4.1. The Regulations for Handling Customer Complaints (Claims) is publicly available on the Portal.
- 4.2. A Customer shall have the right to submit the dispute to the public authorities, a court of general jurisdiction or arbitration, taking into account the provisions of the Agreements concluded between FLEXIDEA and the Customer.
- 4.3. The Customer's complaints (claims) and documents related to their handling, as well as the response provided to the Customer, must be kept for at least 3 (three) years since the last response provided to the Customer.