**Claims and Complaints Procedure**

1. **Introduction**
2. This Claims and Complaints Procedure sets out the rules and procedures involved in lodging and handling claims and complaints made by clients of the company **CYRRUS FX, a.s.**, Company Number 288 80 293, having its registered office at Na Florenci 2116/15, 110 00 Praha 1, entered in the Commercial Register maintained at the Metropolitan Court in Prague, file B 15217 (hereinafter referred to as the “**Company**”).
3. A client of the Company may lodge a claim in the case that it believes the Company has not adhered to the agreed contractual terms and conditions or has failed to fulfil the obligations arising from legal regulations. The Claims and Complaints Procedure relates to the resolution of claims and complaints, i.e. filings in which the complainant applies for the protection of its interests not regulated by the contractual relationship of obligation with the Company (for example, inappropriate conduct). The collective term “claims” is hereinafter used in the Claims and Complaints Procedure for claims or complaints. The collective term “Client” is used in this Claims and Complaints Procedure for the client and the complainant.
4. **General principles**
5. This Claims and Complaints Procedure sets out the procedures and processes involved in lodging and handling the claims made by Clients.
6. The Company keeps internal records of all received claims. Such records include, although not exclusively, information about the date of receiving the claim, the outcome of claims procedure and the information presented to the Client, including the date and method of presentation.
7. **The particulars of a claim**
8. A claim must contain the data about the Client specified hereunder:
* the first name and surname - trade name of the Client;
* telephone and e-mail contact;
* the number of the master contract, if concluded;
* the number of the payment order to which the claim relates;
* the type and number of the transaction which the claim concerns;
* identification of the person towards whom the claim is directed;
* the exact reason for the claim, i.e. a specific description of the problem for which the Company is being reprimanded, together with specification of what the Client is seeking;
* a copy of the contractual documentation or other documents (for example, statement of account, copy of a payment order, contract, etc.) which the claim concerns.
1. If the client is represented based on power of attorney, the power of attorney awarded by the Client must bear an officially-authenticated signature.
2. **Lodging a claim and the progress of a claim**
3. A claim must be made regarding defective performance without undue delay after the Client identifies the defective performance, and not later than within the time limit set out in the relevant contractual arrangements and legal regulations and not later than within the limitation period. The Client may exercise the right to compensation for damage with the Company within a time limit of three years, commencing on the date on which it learns or could have learned of the damage and who is responsible for it. The Company does not provide performance on lapsed claims.
4. A claim may be lodged:
* in writing at the address of the registered office of the Company: Na Florenci 2116/15, 110 00 Praha 1;
* in writing at the e-mail address: fxdealing@cyrrus.cz.
1. After delivery, the claim is transferred to the responsible worker for handling.
2. The time limit for handling a claim is 30 calendar days. In the case of dealing with claims from the sphere of payment services, the time limit for handling claims in accordance with the Act on the Payment System is 15 business days, commencing on the day which follows the delivery of the claim to the registered office of the Company. The handling of claims proceeds in the order in which they are delivered to the Company.
3. If the Company is prevented in responding within 15 business days by an obstacle which is independent of its will, it shall inform the Client within this time limit of the reason for the obstacle and shall respond not later than within 35 days of the date of receiving the claim and shall inform the Client of the onward procedure chosen, in particular of the closest date by which the claim will be handled. If the documents delivered by the Client for the claim are not complete, the Company reserves the right to ask the Client for the provision of missing data. The time limit for handling a claim according to the preceding sentence therefore commences after the Client has provided the Company with all missing data.
4. Claims shall not be accepted and further processed in the case that:
* proceedings in the case itself have been initiated before a court or an arbiter or a court or an arbiter has already decided in the case;
* the person who lodged the claim is not a client of the Company, or is represented by a representative based on insufficient power of attorney;
* the claim does not concern the products or services offered by the Company;
* the lodging of the claim is entirely evidently abuse of the institution of claims and complaints;
* the shredding time limits for the relevant type of document have passed.
1. A claim will also be rejected in the case that it concerns the same matter, lodged repeatedly, and does not bring any new facts. The Client will be informed of this situation in writing.
2. If the reasons for the rejection of a claim according to paragraph (6) or (7) cease to exist, the Company shall handle the claim, whereby the time limit for its consideration commences on the date on which the relevant reason ceases to exist.
3. The Client shall be informed of the outcome of the resolution of the claim by e-mail or in another way arranged with the Client. The date of delivery of the outcome of a claim is considered to be the date of delivery of an e-mail or the acceptance of a registered letter. If the e-mail or letter is not delivered and is returned to the Company as uncollected (this only applies to a letter) or undeliverable, the date of delivery is considered to be the date on which the letter is returned to the Company’s address.
4. The Company covers the costs of handling claims. The Client covers the costs of the Client associated with the preparation and lodging of a claim.
5. If the Client is dissatisfied with the handling of a claim, it may contact Kancelář finančního arbitra (Office of the Financial Arbitrator, [www.finarbitr.cz](http://www.finarbitr.cz)) for the area of financial services specified in Act No. 229/2002 Sb. on the financial arbitrator for the purpose of an extra-judicial resolution of the dispute.
6. The Client may also contact Česká národní banka (Czech National Bank, www.cnb.cz), having its registered office at Na Příkopě 28, 115 03 Praha 1, which is the body that supervises adherence to obligations by the Company.
7. The Client may also contact Veřejný ochránce práv (ombudsman), [www.ochrance.cz](http://www.ochrance.cz), with registered seat at Údolní 39, 602 00 Brno.
8. An extra-judicial resolution of a dispute is without prejudice to the right of the Client to contact the court.
9. **Final provisions**
10. The procedures set out in this Claims and Complaints Procedure are binding on all clients of the Company and on all Company workers.
11. The Claims and Complaints Procedure is available at the Company’s website and at the registered office of the Company.
12. This Claims and Complaints Procedure enters into force and effect on 2 May 2024.