

Pluxee Česká republika a.s. Complaints Procedure

I. INTRODUCTORY PROVISIONS

- 1) These Complaint Rules ("**Complaint Rules**") define in detail the complaint process for complaints submitted against Pluxee Pass Česká republika a.s., a joint-stock company with its seat at Prague 5 - Smíchov, Plzeňská 3350/18, 150 00, Reg. No." 618 60 476, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 2947 ("**Pluxee**") by Clients in connection herewith.
- 2) If the Client is convinced that Pluxee failed to adhere to the Agreement in any specific situation, the Client may lodge a Complaint against Pluxee subject to the conditions defined under the present Complaints Procedure, it being understood that where the Client is not a Consumer, they may only apply the rights defined hereunder, and the provisions under Articles 1923 and 1924 of the CC shall not be applied.
- 3) Any capitalised terms not expressly defined under the Complaints Procedure shall carry the meanings assigned to them under the General Conditions and Terms.
- 4) The Complaints Procedure has been issued by Pluxee in accordance with Article 1751 of the CC.
- 5) The provisions of the Agreement shall take precedence over the present Complaints Procedure in the event of any discrepancies between the Complaints Procedure and the Agreement.

II. COMPLAINT CONDITIONS

- 1) Any Complaint lodged by the Client must be made in accordance with this Article II of the Complaints Procedure ("**Complaint Conditions**"). A Complaint lodged in violation of the Complaint Conditions shall not be deemed duly lodged.
- 2) Any Complaint lodged by the Client must be made without undue delay after the Client learnt or could learn about the facts implying that Pluxee did not adhere to the Agreement.
- 3) The Client may only lodge a Complaint using one of the methods defined below:
 - using an electronic form available at www.pluxee.cz;
 - using an electronic form at PluxeePassOnline;
 - by email at info.cz@pluxeegroup.com;
 - orally, during a personal meeting at a Pluxee Contact Point, namely with a person properly authorised by Pluxee, who will issue a document confirming that a Complaint has been lodged, and/or showing the content and subject of the Complaint; where the Complaint involves Vouchers, the Complaint may be referred to a Pluxee sales representative who will issue a document to the Client confirming that the Complaint has been made;
 - at the Customer Care Department, in writing by registered mail sent to the address of Pluxee Pass Česká republika, a.s., Customer Care Department, Plzeňská 3350/18, 150 00 Prague 5.
- 4) For Complaints that involve the operation of the Cafeteria System, the Client may also lodge their Complaint
 - via the Cafeteria System at the address of their application at the mojeBenefity domain, or
 - by email at cafeteria.mojebenefity@pluxeegroup.com.
- 5) Complaints related to the Cafeteria System that are not related to the guaranteed response times may only be lodged by the Contact Person on behalf of the Client.
- 6) When lodging their Complaint, the Client must specify the following data:
 - name of the company or name and surname of the Client including their

- registered office or place of business and their permanent residential address;
- name of the person lodging the Complaint on behalf of the Client, and their position;
- contact details of the person lodging the Complaint on behalf of the Client to hear back from Pluxee, at least their phone number;
- Agreement number;
- a clear account the subject of the Complaint;
- for written Complaints, the signature of the person lodging the Complaint on behalf of the Client;
- where the Complaint concerns Vouchers, the number of the tax document, on the basis of which the Vouchers have been delivered
- subject of the Complaint and the law applied.

A/ Vouchers

The following part, i.e. Art. III to V, shall only apply to Complaints lodged with regard to Vouchers.

III. PLUXEE'S LIABILITY

- 1) Pluxee is liable to the Client for the quality and quantity of the Vouchers ordered by the Client against orders accepted by Pluxee if:
 - the Vouchers are delivered in quantities that are demonstrably different from those specified in the Client's Voucher Order accepted by Pluxee ("**Quantity Irregularity**");
 - the Vouchers, on being delivered, demonstrably do not meet the agreed-upon, and otherwise typical, quality level (e.g. the Vouchers delivered are of a different type than that indicated in the Client's Order accepted by Pluxee, the Vouchers delivered are of a different nominal value than that stated in the Order, the quality of print on the Vouchers does not correspond to the model, the Vouchers delivered are damaged) ("**Quality Irregularity**") (Quantity and Quality Irregularities hereinafter jointly referred to as "**Irregularities**").
- 2) The Client shall check the integrity of the transport packaging and only accept intact consignments from the carrier; the same applies if the Vouchers are taken over directly by the Beneficiary in accordance with the Agreement. Pluxee shall not be liable for any Irregularities displayed by Vouchers delivered to the Client or directly to the Beneficiary in damaged transport packaging. Pluxee's liability under Art. III(1) of the Complaints Procedure only applies to the Irregularities displayed by the Vouchers delivered to the Client against accepted Orders at the time of their delivery to the Client. Pluxee shall not be liable to the Client for any Irregularities that occur at any point after that.

IV. VOUCHER COMPLAINTS

- 1) The Client must review the Vouchers supplied by Pluxee without undue delay after they are delivered. For Personalised Vouchers, this responsibility pertains to the Beneficiary concerned.
- 2) In the event a Quantity Irregularity is identified, the Client, when applying their Complaint, may request the supply of the missing quantity of the Vouchers. Where Quality Irregularities are identified, the Client, when applying their Complaint, may request that the Irregularity be redressed with the supply of new Vouchers replacing those, for which the Complaint was originally applied.

V. TIME LIMITS FOR HANDLING VOUCHER COMPLAINTS

If the Client properly applies their Complaint in a timely fashion, Pluxee undertakes to review its justification and inform the Client of the outcome thereof within 30 days of receiving the Complaint. If Pluxee finds the Voucher Complaint to be justified, they must also redress the Irregularities within the same time limit.

B/ Cafeteria and mojeBonusy

The following part, i.e. Articles VI to VII shall only apply to Complaints concerning the Cafeteria or the mojeBonusy System.

VI. UPTIME GUARANTEE

The Client may lodge a Complaint if the Cafeteria Uptime Guarantee or the mojeBonusy Uptime Guarantee (also referred to as the Service Level Agreement, SLA) is not complied with at the level specified in the Cafeteria Addendum, or the mojeBonusy Addendum.

VII. GUARANTEED RESPONSE TIME

- 1) In case of any loss of availability, the guaranteed response time for the Cafeteria or mojeBonusy System is set to 2 hours during the working hours and 5 hours outside the working hours, counted from the time the Complaint is applied as provided for under Article II of the Complaints Procedure at all times. For the purposes hereof, working hours denote the period between 8:00 a.m. and 5:00 p.m. on business days. The response time starts upon the proper application of a Complaint, or upon identifying the loss of availability where the same is identified by Pluxee before the loss is reported. Pluxee must respond within 48 hours of the application of each Complaint.

C/ Cards Multibenefit/Gastro/Flexi

The following part, i.e. Articles VIII to IX shall only be applied to Complaints that concern cards Multibenefit/Gastro/Flexi, Gastro/Flexi Credits, paying for Benefits using cards Multibenefit/Gastro/Flexi, or any other Complaints made in connection with the cards Gastro/Flexi products.

VIII. PLUXEE'S LIABILITY

- 1) Pluxee's scope of liability in connection with cards Gastro/Flexi is defined under the GCTs.
- 2) In connection with any cards Gastro/Flexi Order received, Pluxee warrants that the Client will obtain the ordered number of cards Gastro/Flexi, which will in all respects be eligible for the method of use agreed upon under the Agreement.

IX. COMPLAINTS LODGED IN CONNECTION WITH THE cards Multibenefit/Gastro/Flexi PRODUCTS

- 1) The provisions of the present Complaints Procedure regarding the Vouchers, including those under Art. III(2), Art. IV and Art. V, shall be reasonably applied to any Complaints lodged in relation to the cards Gastro/Flexi products.
- 2) As part of their Complaint, the Client may require that Pluxee sufficiently comply with their obligations under the Agreement and that they provide for their compliance in the future.

D/Common provisions

IX. COOPERATION UNDER THE COMPLAINT PROCEEDINGS

Under the Complaint proceedings, the Client undertakes to provide to Pluxee any cooperation reasonably required from them, including—as the case may be—by accepting the claimed Vouchers from Pluxee after the end of the Complaints proceedings.

X. GRIEVANCES

- 1) Grievances shall be handled by Pluxee's Customer Care Department, on an individual basis and with an account taken of the circumstances specific to each case. Pluxee shall inform the Client on how their grievance has been dealt with.
- 2) The Client may file a grievance in writing, using the appropriate methods provided for under Art. II(3) of the present Complaints Procedure, giving a detailed account of the case in their grievance.
- 3) As part of the grievance procedure, the Client undertakes to provide to Pluxee any cooperation reasonably required from them.

XI. FINAL PROVISIONS

- 1) The Complaints Procedure does not apply to any Complaint Proceedings initiated prior to its effective date.
- 2) The Complaints Procedure is available for consultation by the Clients at any Pluxee outlet, at www.pluxee.cz and at the address of the Client's application at mojeBenefity.
- 3) Pluxee may unilaterally modify the present Complaints Procedure and the Complaint Conditions at any time using the method defined under the GCTs.
- 4) Unless the present Complaints Procedure stipulates otherwise, as part of their Complaint, the Client may require that Pluxee sufficiently comply with their obligations under the Agreement and that they provide for the compliance in the future.
- 5) The Client and their employees must apply any Complaints related to Benefits directly with the Partners.
- 6) The present Complaints Procedure comes into force and takes effect on 04/01/02024.

In Prague, dated 28/11/2023
Pluxee Česká republika a.s.