

## The CO2IN, a.s.

### Complaints Rules for consumers

#### 1 Introductory provisions

1.1 These Complaints Rules regulate the rights of clients - consumers (hereinafter referred to as the "Client") from defective performance provided on the basis of the Framework Agreement on the provision of services related to the CO2IN token concluded between the Client and The CO2IN, a.s. with its registered office at Pobřežní 620/3, Karlín, 186 00 Prague 8, the Czech Republic, reg. number: 094 50 050, entered in the Commercial Register at the Municipal Court in Prague, Section B, Insert 25633 (hereinafter referred to as the "Company" and the "Framework Agreement") and the procedure for exercising the Clients' rights from defective performance provided by the Company.

1.2 The subject of the Framework Agreement is provision of the CO2IN service, which enables clients to transfer a token and thus indirectly protect the environment. The token is a virtual tool enabling natural and legal persons to indirectly influence emissions allowances trading and to participate in the subsequent reduction of CO2 emissions in a transparent and verifiable manner.

1.3 These Complaints Rules do not apply to relations between the Company and its clients - entrepreneurs.

#### 2 Rights and obligations from defective performance

2.1 The Client's rights and the Company's obligations regarding rights arising from defective performance are governed by the relevant generally binding laws of the Czech Republic, in particular the Civil Code and the Consumer Protection Act.

2.2 The Company, as the service provider, is responsible for ensuring that the service is free from defects when provided and that it is provided in accordance with the Framework Agreement.

2.3 In the event that the Client believes that the Company has not complied with the terms of the Framework Agreement, has not fulfilled its obligation under legal regulations or is not satisfied with the Company's procedure or services provided, the Client is entitled to exercise its rights from defective performance with the Company (hereinafter the "Complaint").

2.4 The Client may file the Complaint by e-mail at [support@co2in.com](mailto:support@co2in.com) or by mail at the registered office of the Company, The CO2IN, a.s., Pobřežní 620/3, 186 00, Prague 8, the Czech Republic.

2.5 When filing a Complaint, the Client shall, if possible, state his name and surname, e-mail address registered in the CO2IN application, telephone number, User ID (Personal details in the application), subject of the Complaint (what the Complaint relates to), important dates, numbers, amounts and proposed solution of the Complaint. For more efficient handling of the Complaint, the Client will, if possible, state the exact time of the event, type of device and version of the operating system of the device.

2.6 The Complaint can be claimed during provision of the claimed services. The Complaint can be claimed within 6 months following the date of service provision at the latest. The right to defective performance does not belong to the Client, if he knew about the defect or if the Client himself caused the defect.

2.7 The Company registers the Complaints in the internal electronic system. The Company will confirm the receipt of the Complaint submitted by e-mail or by mail. The company decides on the Complaint immediately, in complex cases within 3 working days. This period does not include the time appropriate to the type of service required for a professional assessment of the defect.

2.8 In the event that the service was provided defectively, the Client has the right of a free removal of the defect. If the service defect cannot be eliminated, the Client is entitled to a reasonable discount on the price of the service provided.

2.9 The Company will handle the Complaint in writing or may contact the Client in the manner chosen by the Client. In the notification of the settlement of the Complaint, the Company will deal with all points of the Complaint, including necessary references and explanations.

2.10 If the Client exercises the right from defective performance (Complaint), the Company will confirm to him in writing when he exercised the right, as well as elimination of the defect and duration of the Complaints procedure.

2.11 If the Client requests so, the Company will confirm to him in writing the extent and duration of its obligations in the event of defective performance. If necessary, the Company shall explain in a comprehensible manner the content, scope, conditions and duration of its liability, as well as the manner in which the rights arising therefrom may be exercised.

2.12 Complaints, including the elimination of defects, must be settled without undue delay, no later than 30 days from the date of the Complaint, unless the Company and the Client agree on a longer period.

2.13 The costs of settling the Complaint will be borne by the Company.

### **3 Alternative dispute resolution of consumer disputes**

3.1 In the event that a consumer dispute arises between the Company and the Client under the Framework Agreement, which cannot be resolved by a mutual agreement, the Client may file a proposal for an alternative dispute resolution of such a dispute to a designated out-of-court settlement of consumer disputes, the Czech Trade Inspection Authority - ADR department Štěpánská 15 120 00, Prague 2, the Czech Republic, e-mail: [adr@coi.cz](mailto:adr@coi.cz), [www.adr.coi.cz](http://www.adr.coi.cz).

3.2 The Client may also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

### **4 Final provisions**

4.1 These Complaints Rules shall take effect on 10.09.2021.

4.2 These Complaints Rules are published on the website [www.co2in.com](http://www.co2in.com).