

Chargeback procedure

Quicko Sp. z o.o.

INFORMATION REGARDING CHARGEBACK FOR QUICKO CUSTOMERS

I. Glossary:

Settlement Agent - a bank or another entity that has concluded with the Merchant a contract for collecting payments using payment cards.

Merchant - an entrepreneur who has concluded with the Settlement Agent a contract for collecting payments using payment cards.

Chargeback - a procedure initiated by Quicko at the Card Accepting Merchant's, based on a complaint filed by a Client, which makes it possible to recover funds from a card Transaction being questioned.

Card - a payment instrument as defined by UUP; a payment card, as defined by UKK and by Regulation 2015/751, issued for an Account (debit card) by Quicko, regardless of the form in which it exists (physical, virtual), with a magnetic strip or a microprocessor, which identifies the issuing party and the Client or the Authorized Party, entitling to withdraw cash, or make payments (namely order Transactions) in line with the Card Contract, and the Terms and Conditions of Quicko services, including a Virtual Card, a Payment Band Card, and a Quicko Card.

Client - an Individual Client or a Business Client.

Business Client - a natural person, a corporate person, and an organizational entity which is not a corporate person, and which has legal capacity by virtue of the Act, who submits an Application and concludes a Contract with Quicko in connection with their business operations.

Individual Client - a natural person who submits an Application and concludes a Contract with Quicko as a consumer, for purposes not related to their business.

Recipient - a natural person, a corporate person, or an organizational entity not being a corporate person, who has legal capacity by virtue of the Act, who is the recipient of the funds being the subject of a Transaction (e.g. a Merchant).

Transaction - a payment, a transfer, or a payout of funds initiated by a Client or the Recipient.

II. Chargeback procedure:

1. A Client has the right to question a card Transaction, by requesting Quicko to initiate a Chargeback procedure. when the card Transaction has not been completed, or has been completed in an incorrect manner.
2. The Chargeback procedure is implemented by Quicko according to the Visa/Mastercard regulations (depending on the type of the Card owned by the Client).
3. Example situations in which a Client may request the initiation of the Chargeback procedure include:
 - a. the failure to deliver the product purchased in line with the contract,
 - b. the product purchased no being compliant with the contract, or being damaged,
 - c. the failure to fulfill a service ordered or fulfilling it not in line with the contract,
 - d. the failure to return the money in the case of returning any product purchased, or cancelling any service,
 - e. a doubled Card transaction- when the funds could not be recovered directly from the seller or the service provider.

4. One pre-condition for commencing any Chargeback procedure is the Client taking actions in advance to recover the amount of the card Transaction, deliver the product purchased, or the service ordered in accordance with the contract.
5. A Client may request the initiation of the Chargeback procedure:
 - a. by sending an email to the address support@quickowallet.com,
 - b. in writing - by sending it to Quicko's mailing address (the up-to-date addresses to which complaints can be sent, are available on Quicko's website www.quickowallet.com),
6. The application for initiating a Chargeback procedure should be submitted by the Client as soon as possible after the incident being the reason for initiating the procedure. The maximum deadline for submitting the application is 90 days.
7. To the application for initiating a Chargeback procedure, the Client should attach:
 - a. a document confirming that the event covered by the request took place (for example - a confirmation of concluding the contract for purchasing the goods or service),
 - b. written explanation of the circumstances, including a detailed description of the incident and the non-conformities created (for example - a description of any defects in the goods or the expected time of its delivery),
 - c. information on whether or not the goods have been returned by the Client, and if not-what is the cause of this, and a description of the attempts to return the goods; and in the case of buying services – information on resigning from the service or other demands,
 - d. confirmation of any previous attempts at contacting the seller or the service provider (the Merchant) in order to obtain the return of the funds or the inability to make such contact, for example due to the Merchant's bankruptcy (including the date and form of the contact, the Merchant's data, the content of the demand, and the response given By the Merchant, or information of its absence)
8. In the case when the Client's application relates to the bankruptcy of a Polish travel agency, the Chargeback procedure proceeds on the following terms:
 - a. Before requesting a Chargeback procedure, the Client is obliged to file a complaint at the proper Marshall's Office,
 - b. the Chargeback procedure may only commence after the Client receives the final answer from the Marshal's Office, concerning not refunding the whole amount or its portion,
 - c. The Client should apply for a Chargeback procedure within 50 days from the date of the final answer from the Marshal's Office,
 - d. the Client should attach a copy of the Marshal Office's response to the application for the Chargeback procedure,
 - e. the maximum deadline for filing the application for initiating the Chargeback procedure is 50 days from receiving the Marshal Office's response, and no more than 540 days from the transaction date.
9. Quicko may ask the Client for providing further documents and information apart from those specified in item XIV.7 above, if this is necessary to fulfill the Chargeback procedure.
10. Quicko shall inform the Client of the content of the decision regarding the method of examining the application for the Chargeback service within 5 business days from receiving the response from the Provider /Recipient (Merchant), but no later than within 90 days from the date of receiving the Client's complete application for initiating the Chargeback procedure:
 - a. in writing- to the Client's correspondence address,
 - b. by sending a message to the Client to the e-mail address specified by them.