

This version of the Dispute Settlement Procedure is effective as of November 1, 2021.

**DISPUTE SETTLEMENT PROCEDURE  
OF  
MONEDIUS**

**I. USED TERMS AND DEFINITIONS**

<b>Business Day</b>	A day (other than a Saturday, Sunday or a red-letter day) in the Republic of Poland.
<b>Investor</b>	The registered User (Lender) of the Platform who intends to grant the Loan to the Project Owner.
<b>LEMONAWAY</b>	A French SAS (simplified joint-stock company) which registered office is located at 8 rue du Sentier, 75002 Paris, France, and registered with the Paris trade and companies register under number 500 486 915, approved on 24 December 2012 by the Prudential Supervisory and Resolution Authority (“ACPR”, France, website <a href="http://acpr.banque-france.fr/">http://acpr.banque-france.fr/</a> ), 4 place de Budapest CS 92459, 75436 Paris, as a Hybrid Payment Institution, under number 16 568 J.
<b>Loan Agreement</b>	The commutative contract concluded between the User as the lender and the borrower (Project Owner), on the basis of which the lender grants to the borrower funds (the loan), but the borrower is obliged to refund the loan and the interest for the loan use in accordance with the terms and conditions of the loan agreement.
<b>MONEDIUS</b>	MONEDIUS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, KRS number: 0000897902, REGON: 388870430, legal address: ul. Mokotowska, nr 15A, lok. 1B, miejsc. Warszawa, kod 00-640, poczta Warszawa, kraj Polska.
<b>Platform</b>	Technical solution located at <a href="https://monedius.com/">https://monedius.com/</a> maintained by MONEDIUS.
<b>Procedure</b>	This dispute settlement procedure of MONEDIUS.
<b>Project Owner</b>	Any natural (individual entrepreneur) or legal person who seeks funding through the Platform.
<b>User</b>	Any prospective or actual Investor or a Project Owner to whom MONEDIUS provides, or intends to provide, crowdfunding services.
<b>Website of MONEDIUS User Agreement</b>	The Agreement concluded in the form of a remote access contract between the User and MONEDIUS about conditions of using the Platform and the User’s profile.

**II. GENERAL PROVISIONS**

- 2.1. The User should be able to access a clear description of the complaints handling procedure of MONEDIUS.
- 2.2. A template form of the complaint is available for all Users on the Website of MONEDIUS.
- 2.3. The Users of the Platform are allowed to submit complaints in Polish and English. In cases where the User wishes to communicate with MONEDIUS in another language, it is allowed to file the complaint in

this language provided that this language is either a language customary in the sphere of international finance or MONEDIUS has accepted the complaint submitted in the corresponding language.

- 2.4. To ensure prompt and timely handling of complaints, MONEDIUS acknowledges receipt of any complaint and confirms whether the complaint is admissible within 10 (ten) Business Days of its receipt.
- 2.5. Where a complaint is deemed inadmissible, the User should be provided with the reasons for this position.
- 2.6. Upon acknowledgement of receipt of the complaint, the User receives contact details of the MONEDIUS's person or department to whom queries linked to the complaint may be addressed, as well as an indicative timeframe within which a decision on the complaint may be expected.
- 2.7. Upon receipt of a complaint, MONEDIUS assesses without undue delay whether it is clear, complete and includes all relevant evidence and information to handle it. Where appropriate, additional information is promptly requested. MONEDIUS seeks to gather and investigate all relevant evidence and information regarding the complaint. MONEDIUS ensures that Users are kept duly informed about the process and their requests for information are promptly replied to.
- 2.8. Decisions on complaints shall address all points raised by the User. Complaints presenting similar circumstances give rise to decisions that are consistent with each other unless MONEDIUS is able to provide justification for any possible deviation.
- 2.9. MONEDIUS ensures that decisions on complaints are communicated to the User as soon as possible and within the timeframe defined in this Procedure. In the exceptional circumstances where MONEDIUS foresees that meeting such timeframe may not be possible, the causes of the delay are communicated to the User together with the deadline by which the final reply will be received.
- 2.10. Where final decisions do not fully satisfy the User's request, the MONEDIUS's decision should include a thorough explanation of the MONEDIUS's position on the complaint and the User information about the remaining options.
- 2.11. MONEDIUS ensures communication with the User in clear and understandable language. Communications of MONEDIUS are made in writing by electronic means or, upon the User's request, in paper form.
- 2.12. MONEDIUS reviews this Procedure on the annual basis or upon necessity.

### **III. COMPLAINT SUBMISSION**

- 3.1. If the User is not satisfied with the services or activities of MONEDIUS, the User can submit a complaint to MONEDIUS. The complaint may be submitted in writing no later than 3 (three) months after the date of the discovery of the alleged violation of the rights to MONEDIUS via complaint form available on the Platform, via email [support@monedius.com](mailto:support@monedius.com) or via postal address ul. Mokotowska, nr 15A, lok. 1B, miejsc. Warszawa, kod 00-640, poczta Warszawa, kraj Polska.
- 3.2. The complaint should include at least the following information of the User:
  - 3.2.1. First name and last name of the User in case of a natural person;
  - 3.2.2. Legal entity name of the User in case of a legal entity;
  - 3.2.3. Address;
  - 3.2.4. Telephone number;
  - 3.2.5. Email.
- 3.3. If this is necessary, the User should add all documents to its complaint to rely on.
- 3.4. If the complaint is made by the User's representative, it must be accompanied by a power of attorney.
- 3.5. MONEDIUS shall answer the complaint by email provided in the complaint at least in the format that can be reproduced in writing.
- 3.6. If the complaint of the User is not understandable or is based on the documents that are not freely available for MONEDIUS, MONEDIUS proposes the User by email to amend the complaint and/or submit the missing document/documents.
- 3.7. MONEDIUS is not taking any fee for handling the complaints of the Users.
- 3.8. The expression of discontent by each User regarding the services, conduct or obligations of MONEDIUS submitted in the format that can be reproduced in writing is handled as the complaint of the User.
- 3.9. The MONEDIUS's employee settling the complaint relates to the User and its complaints without prejudice and with respect.
- 3.10. In order to ensure complete dispute settlement, MONEDIUS provides the User with the identity and contact details of the person or department of MONEDIUS to whom complaints shall be addressed, the electronic platform or system or postal address to which complaints shall be submitted as well as the timeframe within which a decision on the complaint will be notified to the User.

#### **IV. COMPLAINT PROCEEDINGS**

- 4.1. The responsible MONEDIUS's employee controls the complaints sent to the email address support@monedius.com at least twice within the Business Day.
- 4.2. MONEDIUS acknowledges receipt of any complaint and confirms whether the complaint is admissible within 10 (ten) Business Days of its receipt. In case a complaint is considered inadmissible, MONEDIUS shall provide the User with a clear explanation of the reasons for such a decision.
- 4.3. At the receipt of the complaint sent to email the responsible employee assesses whether the complaint is important, requires consultation with the lawyer for settling the complaint and whether additional information or data should be obtained from the User for relevant settlement of the complaint.
- 4.4. The acknowledgement of receipt of a complaint shall contain the information specified in paragraph 3.10 of section III of the Procedure.
- 4.5. MONEDIUS keeps the User duly informed about the further handling of the complaint and reply to the reasonable information request made in this regard by the User without any undue delay.
- 4.6. The responsible MONEDIUS's employee notifies the members of the management board of MONEDIUS, if the complaint is important and if the complaint has been submitted against the MONEDIUS's employee having received the complaint.
- 4.7. The complaint is important, if:
  - 4.7.1. the complaint is related to the User's funds invested via the Platform;
  - 4.7.2. the circumstances provided in the complaint could lead to court dispute or material damage to the reputation of MONEDIUS.
- 4.8. If in the opinion of the responsible MONEDIUS's employee it is necessary to collect additional documents or information for the correct settlement of the complaint, he/she is obliged to immediately address the User with the relevant request, if the required information or documents are not freely available for MONEDIUS.

#### **V. RESPONSE TO COMPLAINTS**

- 5.1. In general, the User's complaint should be settled within 30 (thirty) calendar days after MONEDIUS has confirmed receipt of the corresponding complaint in accordance with the term specified in paragraph 4.2 of section IV of the Procedure.
- 5.2. If the complaint could not be settled due to the complicacy of the complaint or other good reasons within the term specified in paragraph 5.1 of this section V, the User should be in any case notified by email of the reasons of extension and additional date. The term of the dispute settlement, in any case, could not be longer than 60 (sixty) calendar days.
- 5.3. The User's complaint should be answered in the format that can be reproduced in writing (i.e. the answer need not be signed) to the email address indicated in the complaint.
- 5.4. In case the final decision does not, or only partially, uphold the complaint, it shall include a thorough explanation of MONEDIUS's position on the complaint and shall inform the User about, inter alia, the possibility to take civil actions. In such a case, the decision shall also specify how further information about such a mechanism and the conditions for using it can be accessed.

#### **VI. COMPLAINTS TO LEMONWAY**

- 6.1. The Procedure does not apply to payment services provided by LEMONWAY.
- 6.2. In the event of the absence or the improper performance of payment transactions executed by LEMONWAY, the User is able to submit a complaint directly to LEMONWAY free of charge through the claims form accessible at the following address: [www.lemonway.com/claim](http://www.lemonway.com/claim); or by mail to the following address: LEMONWAY – Service Réclamation – 8 rue du Sentier, CS 60820, 75083 Paris CEDEX 2, France.
- 6.3. In the case where the User is not satisfied with the response to its complaint, the User can appeal to an independent mediator, i.e. the Mediator of the AFEPAME, at 36 rue Taitbout 75009 Paris, website: <https://mediateur-consommation-afepame.fr>, to whom the matter can be referred free of charge.

## **VII. OTHER PROVISIONS**

- 7.1. In situations that are not regulated by the Procedure, the User and MONEDIUS shall act in accordance with the terms and conditions of the Website of MONEDIUS User Agreement and/or Loan Agreement.
- 7.2. In case of additional questions, the User can contact the MONEDIUS's team via email at [support@monedius.com](mailto:support@monedius.com).