

Complaints policy

Article I - General Provisions

1. These Complaint policy applies to the objections to the services offered and provided by Sólo, Ltd, with its registered seat at: Pod mokrým 330/2, 02336 Radoľa, ID: 36393240, registered with the Commercial Register of the District Court Žilina, Section.: Sro, File no. 12339/L.
2. These Complaint policy shall apply to the Provider and to the User.
3. The Provider informs the User about the scope, conditions and manner of the objections, including informations about where a complaint can be applied by these Complaints Policy.
4. These Complaint policy is to be posted on a visible place at the headquarters of the Provider and published on the website of the Provider.
5. By paying the fees for services ordered, the User declares that he was familiar with these Complaint policy.

Article II - Definitions

1. **The Provider** is the business company Sólo, Ltd., having its registered seat at: Pod mokrým 330/2, 02336 Radoľa, registered with the Commercial Register of the District Court Žilina, Section.: Sro, File no. 12339/L, ID: 36393240 (hereinafter referred to as "the Provider").
2. **The Users** is a natural person or a legal entity in a contractual relationship with the Provider and which obtained the right to lodge a claim of liability for defects (hereinafter as "the User").
3. **A Consumer** means the User (a natural person) using the services for their personal needs or for the needs of members of their household or enterprise.
4. **A Service** means the services offered by the Provider, namely the Data Processing Services and other related services according to the Provider's business objects registered in the Commercial Register.
5. **A complaint** means the application of the law of liability for defects in the service provided.
6. **A Settlement of the complaint** means the completion of the complaint procedure by removing defects of the service, by change for other services, by refund of the price billed for the service, by payment of a reasonable discount from the price billed for the service or by reasoned rejection of the complaint.

Article III - Liability for defects

1. The Provider is responsible for ensuring that the service offered to the Users will achieve the quality in accordance with the nature of the service offered and awarded by the contract.
2. The Provider is responsible for defects in the service provided to the User due the time of their providing.

Article IV - Filing a complaint

1. The User is entitled to a complaint of:
 - the quality of service provided,
 - the accuracy of prices billed for services, if there is a reasonable doubt that the invoice has not been issued for the service in accordance with the contract or the price list of the Provider.
2. The User is obliged to apply the complaint to the Provider without undue delay after the defect was identified in the service provided or after the incorrect statement of the amount was invoiced, but not later than 30 days after, otherwise the right to the complaint expires.
3. The User shall apply the Complaint pursuant to paragraph 1 of this Article:
 - a. in written to the Provider,
 - b. by an e-mail, sent to Help Desk or to Sales department of the Provider,
 - c. personally at the registered seat of the Provider.The specific contact informations of the Provider are published on their website.
4. The User is entitled to lodge the complaint with the usage of the complaint protocol published on the website of the Provider. The User is entitled to specify in the complaint protocol their identity and contact details (address, residence, phone number, e-mail), to accurately identify

- and describe the defect of the service and how the defect testify itself as well as the timing for when the quality of the provided service was deprived. The User shall further state which solution of the liability for defects can be applied and which form of the information of completion to prefer (in person, by an e-mail), and any further information. In the event of a complaint of accuracy of the billing for services the User shall be obliged to specify the billing period to which the complaint relates.
5. The Provider is not responsible for any incorrect data provided by the Users in the complaint protocol or for the impossibility of delivery of documents to the contact address of the User.
 6. The User is obliged to send the complaint protocol to the registered seat of the Provider, or by an e-mail on the e-mail address of the Provider or the User can apply personally at the registered seat of the Provider.
 7. Filing a complaint protocol to the accuracy of billing (invoice) for the services has no suspensive effect on payment, i.e. this does not relieve the Users from the obligation to pay the invoice on due date.
 8. The Provider reserves the right to reject a claim if the deterioration of service was caused by
 - a. the grounds for exemption from liability,
 - b. improper or unauthorized intervention by the User to the set of the service or by other third party, which was authorized by the User knowingly or unknowingly, and even by their negligent conduct, or
 - c. if the User submits a complaint after the expiry of 30 days from the date the defect was discovered.
 9. The day of the beginning of the complaint procedure shall be the date when the User submits a complaint to the Provider, i.e. the date when a written complaint protocol shall be received to the Provider in accordance with paragraph 6 of this article. If the complaint protocol does not contain all the information required by paragraph 4 of this article, the complaint procedure starts on the date of receipt of all data required. If the User or the Provider fails to fill-in the missing data, complaint will be considered to be unjustified.
 10. If the complained service requires to use the access data (passwords) to the system, the User is required to notify the appropriate access data (passwords) in the complaint protocol. If the access data is not listed, the date of the commencement of complaint procedure will be the day of delivery of access data from the Users.

Article V - Complaint

1. By personal application of the complaint the employee of the Provider shall issue a receiving protocol to the User, which is an acknowledgement of receipt (application) of the complaint..
2. By the application of the complaint by a registered mail or by an e-mail, the Provider shall send an acknowledgement of receipt of the complaint to their contact address or to their e-mail address. If there is not possible to deliver the receipt immediately, these must be delivered without any delay, latest together with the protocol of dispatch of the complaint; the receipt of the complaint may not be delivered if the User has the opportunity to demonstrate a complaint otherwise.
3. The Provider shall examine the filed complaint without undue delay after the application and decide how to settle it. After determining how the complaint need to be settled, the complaint need to be equipped immediately. In appropriate cases, a complaint can be equipped at a later date. The complaint shall not be equipped later as 30 days from the date of application.
4. Once the deadline for settlement of the complaint referred to in paragraph 3 of this Article exceed, the User has the right to withdraw from the contract or to change for other service.
5. The Provider shall issue a output protocol, not later than 30 days from the date of the complaint, which is a confirmation of settlement of the complaint. The Provider fulfils their obligation along with passing the output protocol.
6. The Provider shall inform the User by an e-mail together with the output protocol and, if necessary, together with the receiving protocol, if the User requested the information on the settlement of the complaint via e-mail. If the User requests to send the information by regular

post, the Provider shall send the output protocol and the receiving protocol to the contact address listed in the User's complaint.

7. The Provider is obliged to keep the records of the complaints and submit these at the request of the supervisory authority for consultation. The complaint records must contain the details of the date of the complaint, the date and the method of complaint and a number of complaint.

Article VI - Methods of complaint

1. If there is detected any the defect in the service, which can be removed, the User has the right to free, timely and proper removal of the defect. The Provider is obliged to remove the defect without undue delay. The Provider decides the method of removing of the defect.
2. The User has the right to terminate the contract:
 - if the offered service has a defect, that can not be removed and prevents the service to be properly used as a service without defects,
 - although there is a removable defects, but the User can not use the services because of a repeated occurrence of defects in the service; the repeated occurrence of the defect is considered if the same fault occurs on third time after at least two prior removals,
 - although it is a removable defects, but the User can not use the service because of a larger number of defects; a large number of defects is considered, if there are at least three different removable defects simultaneously, which affect to the proper use of services,
 - the Provider fail to equip the complaint in 30-day deadline (in this case, it is understood that this is a removable defect).
3. In the cases referred to in paragraph 2 of this article the Provider can make an agreement with the Users on the settlement of the complaint by exchange of defected services for other property service.
4. If there other irremovable defect occur in the service provided, the User has the right to a reasonable discount on the price of the services.
5. By providing the discount on billed price the Provider shall take into scope the nature of the defect, its duration and the possibility of further use of the service. The amount of discount is determined by the CEO of the Provider.
6. The Provider shall finish the complaint procedure by one of the following ways:
 - by removing of the defects in the service provided,
 - by exchange for other service by prior arrangement with the Users,
 - by refund of the price paid for the service provided (by withdrawal),
 - by payment of a reasonable discount from the price of the service,
 - by reasoned rejection of the complaint.
7. If the complaint concerning the correctness of the billed amount was recognized, the Provider repay the complained price for the service in one next billing period or more periods until full repayment of the complained price or, if the User agrees, the Provider extend the period of the prepaid service. If the price was billed (invoiced) for sole service provided, the amount of legitimately complained fees will be fully returned to the User.

Article VII - Final provisions

1. These Complaints policy shall become valid and effective on 28. 8 2020.
2. Amendments to these Complaints policy are valid and effective from 28. 8 2020.
3. The Provider reserves the right to change this complaint policy without any preliminary notice.
4. The Supervising of the compliance with the obligations for the Provider in the area of the consumer's protection under the applicable law is carried out by the Slovak Trade Inspection - Central inspectorate, with the seat at: mailbox 29, Prievozská 32, 827 99 Bratislava 27, Slovak republic and its subordinate local Inspectorates.