

RESOLUTION CENTER POLICY

Latest update: 9th of October 2019

Fintecture SAS – 5 avenue de Général de Gaulle, 94160 Saint-Mandé, France.

Our registered office and the address you should use for all correspondence is at 5 avenue de Général de Gaulle, 94160 Saint-Mandé, France.

Fintecture Contact

INTRODUCTION

The liability of Fintecture is limited to the non-execution, improper execution or non-authorized execution of the payment transaction. L.133-18 du code monétaire et financier et suivants. If the Buyer is facing the issue in the cases listed in the previous sentence, please write immediately at contact@fintecture.com and contact your bank to protect your account until the issue is solved.

The payment is irrevocable from the moment when the Buyer has given his consent.

Only businesses are authorized to use Fintecture's payment collection service.

Fintecture is a payment solution and does not solve claims for purchases / sales of goods and services, but can help the Buyer and the Merchant to find a solution.

If the Buyer or the Merchant is not satisfied about the outcome provided by Fintecture in case of conflict between the Merchant and the Buyer, both Parties can take the issue to the Courts or other third party of their choice to settle the case.

The Buyer has 14 days cancellation right if the good is subject to the L121-20-12 code de la consommation from the date of the purchase. The cancellation right can be longer if granted by the Merchant in its T&Cs. Some services or personalized goods do not benefit from the cancellation right. The Merchant has to display the information about the cancellation rights on the services and goods that she or he is selling.

PROCESS OF THE RESOLUTION CENTER

In the case of the Buyer's claim, the burden of proof is on the Merchant.

The Merchant must accept the refund if the outcome of the Resolution Center did not solve the claim in its favour, unless it is a significant negligent or fraud found on behalf of the Buyer.

1° Following the purchase date, the Buyer has up to the end of the cancellation period to cancel the goods and services or to contact the Merchant if he has any claim.

The Buyer can ask to:

- Change the product, if this is possible
- Be refunded

2° Cooling off period of 10 days where the Merchant and the Buyer have to find a solution.

3° If the issue raised by the Buyer is not solved, the Merchant and the Buyer have 5 working days to contact [Fintecture serviceclient@fintecture.com](mailto:serviceclient@fintecture.com), explain the situation and the issue and provide the evidence.

4° Fintecture will acknowledge the case 10 days after all the evidence is provided by the Parties and has 2 months to provide the Parties with its outcome based on the evidence provided.

The evidence to be provided by the Merchant:

- Complete written correspondence with the Buyer (emails). Non modified.
- Proof of delivery
- Delivery tracking number

- Proof of the respected delivery deadline
- Proof the good's delivery to the Buyer (signed receipt, signed delivery statement, dispatch notification, shipment receipt etc...)
- Any other proof of delivery
- Service provision contract and any proof related to its execution
- The invoice
- Merchant's T&Cs
- The proof that the Buyer downloaded the digital good

The Merchant must insure the delivered goods if the goods have a high worth. The Merchant who fails to insure the goods or has an inadequate insurance cover, will have to refund the Buyer.

The evidence to be provided by the Buyer:

- Complete written correspondence with the Buyer (emails). Non modified.
- Collection receipt
- The invoice
- Pictures of the good

The Buyer must contact Fintecture providing the order information, including the Merchant name, date of purchase, order number, description of the disputed good, and date when the Buyer first contacted the Merchant about the dispute.

DEFINITIONS

Merchant – the business selling the good or the service using Fintecture's payment service collection service.

Buyer – an individual or a business using Fintecture solution to initiate a payment to the Merchant.

Parties – designates both the Merchant and the Buyer.

Irrevocable – transaction cannot be revoked after the moment when the Buyer gave his consent.

Payment initiation – is a payment service enabling a bank transfer from one bank account to another L.314-1 Code Monétaire et Financier.

Fintecture – Payment institution duly authorized and supervised by the Regulator n°17248 providing the payment solution to the Buyer and the payment collection service to the Merchant. Please, note that Fintecture is a third party to any conflict between the Merchant and the Buyer.

Non-authorized execution of the payment transaction – the Buyer didn't give their consent to execute the payment.

contact@fintecture.com