

Complaints Policy

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1. General

1.1. This Complaints Policy describes how CPS (CPS Europe S.A., a company duly incorporated under the laws of Luxembourg) handles complaints from Merchants, customers, payment service users and other affected individuals and entities in relation to CPS services.

1.2. CPS is committed to dealing with complaints in a fair, transparent and timely manner and in accordance with applicable Luxembourg and EU law.

1.3. This Policy does not limit any rights that complainants may have under applicable law, the CPS Terms and Conditions or other agreements with CPS.

2. Purpose and Scope

2.1. The purpose of this Complaints Policy is to explain how a complaint can be submitted to CPS, how CPS will acknowledge, investigate and respond to such complaints, and how a complaint may be escalated, including to the competent supervisory authority or other dispute-resolution bodies.

2.2. This Policy applies to complaints relating to CPS's provision of electronic money and payment services, including onboarding, account management, transaction processing and related operational matters.

2.3. The Policy covers complaints from both Merchants and business clients and from individual payment service users or consumers who are affected by CPS services, for example payers and payees whose transactions are processed by CPS.

3. Definitions

3.1. For the purposes of this Policy, a **"Complaint"** is any expression of dissatisfaction addressed to CPS in relation to CPS services, where a response or resolution is explicitly or implicitly expected.

3.2. The term **"Complainant"** refers to the person or entity submitting a Complaint.

3.3. The term **"Business Day"** has the meaning given in the CPS Terms and Conditions (generally, any day other than a Saturday, Sunday or public holiday in Luxembourg on which banks are open for business).

4. Who Can Submit a Complaint

4.1. A Complaint may be submitted by a Merchant or other business customer of CPS, by an individual user of CPS services (such as a payer or payee whose transaction is processed by CPS), or by an authorised representative acting on behalf of such a person or entity. Other third parties who are directly affected by CPS's provision of services may also submit a Complaint.

4.2. CPS may request documentation to verify the identity and authority of a Complainant before handling the Complaint.

5. How to Submit a Complaint

5.1. Complaints can be submitted to CPS free of charge. CPS accepts Complaints by email (complaints@enum8.com), through an online form (where available) and by postal mail (51 Rue de Strasbourg, L-2561, Luxembourg, Grand Duchy of Luxembourg). CPS may indicate specific contact details and electronic channels for Complaints on its website or in the Terms and Conditions.

5.2. Complainants are encouraged to use electronic channels, such as a dedicated complaints email address or online support form, to facilitate faster processing. Complaints should be submitted in a language accepted by CPS, as indicated on the CPS website or in the Terms and Conditions (typically English and any other languages specified by CPS).

6. Information to Include in a Complaint

6.1. To enable CPS to process a Complaint efficiently, the Complainant should provide at least basic identification and contact details (name, email address and, where relevant, postal address and telephone number), a description of the relationship with CPS (for example Merchant, customer or representative), and any relevant account or transaction identifiers (such as a Merchant ID, transaction reference, or date and amount of the transaction).

6.2. The Complaint should clearly describe the issue or dissatisfaction, including what happened, when it occurred and why it is considered unsatisfactory. Any supporting documents, such as correspondence with CPS, contracts, screenshots or statements, should be attached where possible. If the Complainant has a preferred outcome or remedy in mind, this can also be indicated.

6.3. If the information provided is incomplete, CPS may request additional details. Failure to provide requested information may delay the handling of the Complaint.

7. Acknowledgement of Complaints

7.1. CPS will register each Complaint and issue an acknowledgement without undue delay after receipt. In general, CPS will send a written acknowledgement to the Complainant within five (5) Business Days from the

date on which the Complaint is received. The acknowledgement will confirm that the Complaint has been received, indicate the date of receipt and outline the next steps and indicative timelines for the handling process.

7.2. The acknowledgement will usually be sent through the same channel used to submit the Complaint or via another contact method provided by the Complainant.

8. Investigation and Handling

8.1. CPS will investigate Complaints in an impartial and diligent manner. Depending on the nature and complexity of the matter, CPS may review internal records and system logs, contact the Complainant for clarification, involve relevant internal functions such as customer support, operations, risk, compliance, legal or data protection, and, where necessary, liaise with external partners involved in providing the service (for example, banks, card schemes or technical providers).

8.2. CPS will seek to ensure that staff handling a Complaint have sufficient knowledge of the relevant services and, where reasonably possible, are not directly involved in the subject of the Complaint.

9. Timeframe for CPS's Response

9.1. CPS aims to provide a final response as quickly as possible. For Complaints relating to payment services and electronic money, CPS will provide a final response no later than fifteen (15) Business Days from the date of receipt of the Complaint, in line with applicable EU and Luxembourg requirements for payment service providers.

9.2. If, due to complexity or exceptional circumstances, CPS is not able to provide a final response within fifteen (15) Business Days, CPS will send a holding reply before the expiry of that period. The holding reply will explain the reasons for the delay and indicate the date by which CPS expects to issue its final response. In such cases, the final response will be provided no later than thirty (35) Business Days from the date of receipt of the Complaint.

9.3. For Complaints that do not relate to payment services, CPS will use similar timelines where reasonably practicable. Any significant deviation from these indicative time limits will be explained to the Complainant.

10. Content of the Final Response

10.1. The final response from CPS will summarise the Complaint and the key issues raised, describe the steps taken during the investigation and set out CPS's position. The response will explain whether CPS upholds, partially upholds or rejects the Complaint, and will provide reasons for that conclusion.

10.2. Where appropriate, the final response will also indicate any remedial or corrective measures that CPS intends to take. This may include rectifying an error, providing a clarification, issuing an apology or, where consistent with legal and contractual obligations, offering a commercial gesture or other remedy.

10.3. If CPS rejects a Complaint in whole or in part, CPS will explain the reasons and indicate any available escalation or dispute-resolution options, including the possibility of contacting the competent supervisory authority or other relevant bodies.

11. Escalation and External Remedies

11.1. A Complainant who is dissatisfied with CPS's initial handling or final response may request that the Complaint be reviewed by a more senior staff member or by CPS management. CPS will consider such requests in good faith and may carry out an additional review where appropriate.

11.2. Submitting a Complaint under this Policy does not affect the right of the Complainant to seek redress through other channels. If the Complainant is not satisfied with CPS's final response, or if CPS has not provided a final response within the applicable timeframe, the Complainant may use any out-of-court dispute-resolution mechanisms available under applicable law or pursue legal remedies before the competent courts.

11.3. In any case, if CPS has not provided a final response to a Complaint within one (1) month from the date on which the Complaint was first submitted to CPS or if the complainant remains dissatisfied with the final internal resolution, within one year of initial complaint the Complainant may refer the matter to the Luxembourg Commission de Surveillance du Secteur Financier (CSSF) under its out-of-court complaint resolution procedure.

11.4. Complaints to the CSSF may be submitted in accordance with the CSSF's rules and procedures by filling in the CSSF online complaint form where all relevant documents can be attached or by sending the completed complaint form (PDF). Complaint form can be submitted by:

- Mail (simple mailing, no registered letter required) to the following address:

Commission de Surveillance du Secteur Financier Département Juridique CC 283, Route d'Arlon, L-2991 Luxembourg

- Fax using the following number:

(+352) 26 25 1-2601

- Email to the following address:

reclamation@cssf.lu

Complaints, along with all supporting documents, must be submitted in English, French, German, or Luxembourgish. Should the CSSF's decision be accepted, it will immediately become binding on both the complainant and us.

For more information on the CSSF customer complaints procedure and the CSSF Regulation concerning out-of-court complaint resolution, please refer to the links below:

<https://www.cssf.lu/en/customer-complaints/> (CSSF Online Portal)

https://www.cssf.lu/wp-content/uploads/RCSSF_No16-07eng.pdf

12. Records and Monitoring

12.1. CPS keeps records of Complaints, the steps taken to handle them and the outcomes of investigations for a period consistent with legal and regulatory requirements and CPS's data-retention policies.

12.2. CPS uses information from Complaints, where appropriate in aggregated or anonymised form, to identify recurring issues, improve internal processes and systems, enhance customer service and product design, and provide management information or regulatory reporting.

13. No Retaliation and Preservation of Rights

13.1. CPS will not subject any Complainant to discriminatory or retaliatory treatment for submitting a Complaint in good faith.

13.2. The use of this Complaints Policy does not limit or exclude any rights or remedies that Complainants may have under applicable law, contractual arrangements or other dispute-resolution mechanisms.

Complainants remain free to contact supervisory authorities, initiate legal proceedings or use other available channels at any time, irrespective of whether a Complaint has been submitted to CPS or is still under review.