

CUSTOMER SERVICE REGULATIONS

ARTICLE 1.- Purpose of the Regulations

The purpose of these Regulations is to regulate the requirements and procedures that must be complied with by the Customer Service (SAC) of the entity Unión de Créditos Inmobiliarios, S.A., EFC. This Service must act independently of the rest of the Entity's departments and operational units and with total autonomy in terms of the criteria and guidelines to be applied in the exercise of its functions.

ARTICLE 2.- Duties of information with customers.

1.- The company UNION DE CREDITOS INMOBILIARIOS, S.A., E.F.C. is obliged to resolve complaints and claims submitted to it by its customers, who are considered consumers, within one month of their presentation at any branch of the entity or before the Customer Service or the Customer Ombudsman. if applicable.

In the event that the claimant is not considered a consumer, the deadline for resolving the complaints is two months from their submission.

Customers are considered to be all users of the financial services provided by the Entity.

Complaints are considered to be those referring to the operation of the financial services provided to users and presented for delays, inattention or any other type of action observed in their operation, and claims are those that seek to obtain the restitution of their interest or rights, specific facts referring to actions or omissions of the entity that represent a detriment to the interests or rights of the person who formulates them.

Complaints may be submitted either directly to the Customer Service or to any of the Entity's instances (postal address, email and offices open to the public), with the requirements set out in Article 10 of these Regulations.

2.- The entity must have available to its customers in each and every one of its branches open to the public, as well as on its website, in the event that it enters into contracts by telematic means, information on the existence of the Customer Service Department, and the Customer Ombudsman, if any, with the postal and electronic addresses of both.

3.- The entity will make available to customers who request it a copy of these Regulations, as well as information on the regulations on transparency and customer protection.

4.- If, after having processed the complaint with the Customer Service Department or with the designated Customer Ombudsman, the customer does not see their request favourably addressed, they may contact the Bank of Spain's Conduct of Institutions Department.

Likewise, and in the event that the customer is considered a consumer, they may contact the Bank of Spain's Department of Conduct of Institutions once one month has elapsed since the complaint was lodged without having received any resolution of the complaint. In the event that the customer is not considered a consumer, once a period of two months has elapsed since the complaint was submitted without having

received any resolution of the complaint, they may contact the Bank of Spain's Department of Conduct of Institutions.

5.- The actions of the Customer Service are governed by Order ECO/734/2004, of 11 March 2004, on Customer Care Departments and Services and the Customer Ombudsman of financial institutions, by the applicable regulations on transparency and customer protection and by Law 7/2017, of 2 November, which transposes Directive 2013/11/EU of the European Parliament and of the Council, of 21 May 2013, on alternative dispute resolution, into Spanish law,

6.- Customer Service will be free of charge.

ARTICLE 3.- Head of the Customer Service Department. Appointment and appointment, causes of incompatibility, ineligibility and dismissal.

1.- The Head of the Customer Service will be a person with commercial and professional repute and with adequate knowledge and experience to perform their functions.

2.- The Head of the Customer Service will be appointed by the Board of Directors of the Entity.

3.- The name of the Account Holder must be communicated to the Bank of Spain as the supervisory authority of Financial Credit Institutions.

4.- The designation as Head of the Customer Service will be incompatible with the performance of tasks within the company, related to the commercial aspect or any other that may be related to customers, in such a way that their independence of criteria is questioned.

5.- The following may not hold the position of Head of Customer Service:

- a) Non-rehabilitated insolvent parties.
- b) Those who are disqualified or suspended, criminally or administratively, from holding public office or from the administration or management of entities.
- c) Those who have a criminal record.
- d) Those who are responsible for the operational or commercial functions of the entity.

6.- The Head of the Customer Service will cease to exercise their functions due to the following circumstances:

- a) Due to supervening disability.
- b) For having been convicted by a final judgment in criminal matters.
- c) By express resignation.
- d) Due to the termination of the employment relationship with the entity.
- e) By agreement of the Board of Directors or equivalent body, by means of a decision based on manifestly negligent or improper action in the fulfilment of the obligations and duties of the position and, in any case, for serious cause or justified reason.

7.- If the position becomes vacant, the Board of Directors or equivalent body of the entity must appoint, within a maximum period of 30 calendar days, the person to replace him/her.

ARTICLE 4.- The Ombudsman: Appointment and appointment, duration of the mandate and possibility of renewal

The Customer Ombudsman will be a person of recognised prestige in the legal, economic or financial field, outside the organisation of the entity to which he or she provides his or her services, as well as with commercial and professional honour and with adequate knowledge and experience to carry out his or her duties.

The Customer Ombudsman will be appointed by the board of directors or equivalent body of the entity. The name of the Customer Ombudsman must be communicated to the Bank of Spain as the supervisory authority.

The Customer Ombudsman will be appointed for a period of five years, automatically renewing the position for annual periods if, three months before the date of completion of the mandate, the entity does not communicate its intention to appoint another person.

Notwithstanding the foregoing, the institution may, at any time, dismiss the Customer Ombudsman for serious cause or justified reason, in which case it shall provide for its replacement within a maximum period of 30 days, as established in Article 5, paragraph 4 of these Regulations.

ARTICLE 5.- The Ombudsman: causes of incompatibility, ineligibility and dismissal.

1.- The appointment as Customer Ombudsman will be incompatible with any professional relationship with the entity, which may call into question its independence of criteria.

2.- If the position becomes vacant, the Board of Directors or equivalent body of the entity must appoint, within a maximum period of 30 calendar days, the person to replace him.

3.- The following may not hold the position of Customer Ombudsman:

- a) Unrehabilitated bankrupt bankrupts.
- b) Those who are disqualified or suspended, criminally or administratively, from holding public office or from the administration or management of entities.
- c) Those who have a criminal record.

4.- The Customer Ombudsman will cease to exercise his functions due to the following circumstances:

- a) Due to supervening disability.
- b) For having been convicted by a final judgment in criminal matters.
- c) By express resignation.
- d) By agreement of the Board of Directors or equivalent body of the entity, by means of a decision based on a manifestly negligent or improper action in the fulfilment of the obligations and duties of the position and, in any case, for serious cause or justified reason.

ARTICLE 6.- Matters within its competence.

The customer may submit their complaint or claim to the Entity's Customer Ombudsman, to whom they can address their complaint directly (without previously submitting it to the Customer Service Department) or submit it, on a voluntary basis, to the Customer Service Ombudsman once the claim or complaint has already been

resolved by the Customer Service Department.

The decisions of the Customer Service and the Customer Ombudsman in favour of the complainant will be binding on the entity. This link shall be without prejudice to the full protection of the judiciary, and to the recourse, where appropriate, to other dispute resolution mechanisms.

ARTICLE 7.- Obligations of the departments.

All departments or services of the entity must collaborate with the Customer Service, whenever requested, in everything that favours the better exercise of its functions and, especially, provide it with all the information requested by it in matters within its competence and in relation to the issues submitted for its consideration.

ARTICLE 8.- Deadline for the presentation of the claim.

Customers may submit complaints to the entity (Customer Service, post, email and offices open to the public) or to the Customer Ombudsman at any time until a maximum period of five years has elapsed since the customer became aware of the facts that give rise to the complaint/claim.

However, after more than one year has elapsed since the complaint was lodged with the Entity, the Customer Service or the Customer Ombudsman, they may not submit it to the Complaints Services of the financial supervisors.

ARTICLE 9.- Form of presentation of complaints / claims.

Customers may submit their complaints or claims in person or through representation, on paper or by computer, electronic or telematic means, provided that these allow the reading, printing and conservation of the documents. The use of computer, electronic or telematic means must comply with the requirements set out in Law 6/2020, of 11 November, regulating certain aspects of electronic trust services.

ARTICLE 10.- Complaint procedure.

1.- The complaint procedure will be initiated at the request of the interested party by means of a letter in which the following aspects must be mandatorily stated:

- a) Name, surname, ID card or C.I.F. and data referring to the public registries for companies, and data of the representative, if any.
- b) Reason for the complaint or claim.
- c) Office department or service where herself Originated
the complaint or claim.
- d) Statement that the complaint or claim is not in judicial, administrative or arbitration proceedings.
- e) Place, date and signature.
- f) Documentary evidence that facilitates the treatment of the complaint or claim.

2.- The complaint can be submitted to the Customer Service Department or Department, to the Customer Ombudsman, at any office open to the public and by

post, as well as to the email address provided for this purpose by both the entity (Customer Service Department) and the Customer Ombudsman.

ARTICLE 11.- Admission for processing.

Complaints received by the branches must be forwarded to the Customer Service Department, which, where appropriate in accordance with the provisions of the regulations, will in turn refer them to the Customer Ombudsman.

The complainant must be informed of the competent authority to hear his complaint or claim.

All of the above is without prejudice to the period established in the regulation for the resolution of the complaint or claim from the filing of the same, in any of the instances set out in article 10.2. In any case, receipt must be acknowledged in writing and the date of submission must be recorded for the purposes of calculating said period.

The complaint/claim shall be filed only once by the interested party. In case the client indicates that they are doing so simultaneously in different instances, they will be required to choose one of them.

If the Customer Service or the Customer Ombudsman, as the case may be, deem it necessary to request new documentation from the complainant, the signatory will be required to complete the documentation submitted within ten calendar days, with a warning that if they do not do so, the complaint or claim will be filed without further processing. The period used to correct errors will not be included in the calculation of the period provided for the processing of the complaint or claim.

Notwithstanding the foregoing, in the event that, after the file has been closed because the claimant does not adequately prove his identity or does not clearly establish the facts, he provides the information at a later time, a new file will be opened on the same facts.

ARTICLE 12.- Rejection of claims.

1.- Article 12 of Order ECO/734/2004, of 11 March, on Customer Care Departments and Services and the Customer Ombudsman of financial institutions establishes that complaints and claims may only be refused admission for processing in the following cases:

- a) When essential data for the processing that cannot be corrected is omitted, including cases in which the reason for the complaint or claim is not specified.
- b) When it is intended to process as a complaint or claim different resources or actions whose knowledge is within the competence of the administrative, arbitral or judicial bodies, or the same is pending resolution or litigation or the matter has already been resolved in those instances.
- c) When the facts, reasons and request in which the issues that are the subject of the complaint or claim are specified do not refer to specific operations or do not comply with Order ECO/734/2004 of 11 March, on customer service departments and services and the customer ombudsman of financial institutions.
- d) When complaints or claims are made that reiterate previous ones resolved, presented by the same client in relation to the same facts.
- e) When the deadline for the submission of complaints and claims established by the operating regulations has elapsed

In application and development of the causes listed in art. 12 of Order ECO/734/2004, of 11 March, on the Customer Care Departments and Services and the Customer Ombudsman of financial institutions, the following will be understood as causes for the inadmissibility of complaints and claims:

- I) The lack of identification of the claimant or claimants.
- II) The lack of accreditation of the claimant's representation.
- III) Failure to sign the claim.
- IV) The lack of standing and interest in the claim, because the claimant has not been a party to the contractual or pre-contractual relationship with the entity.
- V) Those claims related to operations on which there is a procedure initiated and pending final resolution before the Courts, administrative bodies or, where appropriate, arbitration.
- VI) The lack of specificity of the object of the claim.
- VII) Generic claims, unrelated to a specific transaction subscribed or processed with the Entity.
- VIII) When the complaint is being processed by the Customer Ombudsman or by the Bank of Spain's Conduct of Institutions Department.
- IX) When more than two years have elapsed since the customer became aware of the facts that are the subject of the complaint.

2.- When it becomes aware of the simultaneous processing of a complaint or claim and of an administrative, arbitration or judicial procedure on the same matter, the Customer Service or the Customer Ombudsman must refrain from processing it.

3.- When it is deemed that the complaint or claim is not admissible for processing for any of the reasons indicated above, it will be communicated to the interested party by means of a reasoned decision.

The claimant will have a period of ten calendar days to present his or her arguments. If, once received, the grounds for inadmissibility are maintained, the final decision adopted will be communicated to you.

ARTICLE 13.- Processing of complaints and claims.

In the course of processing the files, the Customer Service may collect from the claimant and from the different departments and services of its entity, as much data, clarifications, reports or evidence as it deems relevant to make its decision. All this must be carried out diligently by the departments in order to allow a decision to be reached within the established deadlines.

In the event that the matter falls within the competence of the Customer Ombudsman, a period of 20 calendar days is established for the entity to present its allegations.

ARTICLE 14.- Trespass and withdrawal.

1.- If, in view of the complaint or claim, the entity rectifies its situation with the complainant to the latter's satisfaction, it must notify the competent authority at that time, either to the Customer Service or to the Customer Ombudsman, and justify it with documentation. In such a case, the complaint or claim will be archived without further processing.

2.- The interested parties may desist from their complaints and claims at any time.

Withdrawal will lead to the immediate termination of the procedure as far as the complaint or claim with the interested party is concerned.

3.- In the event of withdrawal by the interested party during the processing of the complaint before the Customer Ombudsman, although, as stated in the previous section, the procedure will end immediately, the Ombudsman may agree to continue the same within the framework of its function of promoting compliance with the regulations on transparency and customer protection and good financial practices and uses.

ARTICLE 15.- Termination and notification.

1.- The bank's Customer Service and the Customer Ombudsman will have a maximum period of one month – in the event that the claimant is considered a consumer – or two months – in the event that the claimant is not considered a consumer – to respond to the complaint submitted by the customer in any of the instances set out in Article 8.

2.- The decision of the Customer Service will always be reasoned and must contain clear conclusions on the request raised in each complaint or claim, based on the contractual clauses, the rules of transparency and customer protection, as well as good practices and financial uses.

In the event that the decision deviates from the criteria expressed in similar files, the reasons justifying it must be provided.

3.- The decision will be notified to the interested parties within ten calendar days from its date, by the means expressly designated by the claimant. In the absence of express indication by the complainant, the same means in which the complaint or claim was presented shall be used for the response.

4.- The decisions that conclude the procedures for processing complaints and claims shall expressly mention the claimant's right to appeal to the Banco de España's Department of Conduct of Institutions in the event of disagreement with the result of the ruling or, after proving that the period has elapsed since the filing of the complaint or claim, in the event of its absence, to appeal to the Bank of Spain's Department of Conduct of Institutions. The complainant may turn to the Complaints Services of the financial supervisors, in the event of not having received a response from the Customer Service or Customer Ombudsman, taking into account the deadlines indicated below:

- After two (2) months if they are non-consumers.
- After one (1) month if they are consumers.

Consumers will also be warned that, more than one year after the complaint has been lodged with the Entity, the Customer Service or the Customer Ombudsman, they will not be able to file it with the Complaints Services of the financial supervisors.

ARTICLE 16.- Annual report.

1.- Within the first quarter of each year, the Customer Service Department shall submit to the Board of Directors or equivalent body or to the general management of the branch, as the case may be, an explanatory report on the performance of its function during the preceding financial year, which shall include:

- a) A statistical summary of the complaints and claims dealt with, with information on their number, admission for processing and reasons for

inadmissibility, reasons and issues raised in the complaints and claims and amounts and amounts affected.

- b) A summary of the decisions rendered, indicating whether they are favourable or unfavourable to the claimant.
- c) The general criteria contained in the decisions.
- d) Finally, recommendations or suggestions derived from their experience will be included, with a view to better achieving the purposes that inform the action of this Service.

2.- A summary of the report will be included in the annual report of the entity.

ARTICLE 17.- Approval by the Board of Directors.

These Regulations have been approved by the Management Board.

ARTICLE 18.- Verification by the Bank of Spain.

This Regulation must be verified by the Banco de España for its final approval, as well as any subsequent modification that may be made.