

SweepBank Loyalty Program Terms and Conditions:**SweepBank Loyalty Program:**

These terms and conditions (including our Privacy Policy which can be accessed at <https://www.sweepbank.com/legal>) govern the terms of contract between SweepBank (“us” or “we” or “SweepBank”) and ‘you’ the customer relating to SweepBank Loyalty Programme.

“SweepBank Loyalty Program” means a loyalty program offered to the SweepBank’s customers that allows them to obtain rewards in return for meeting the requirements set out in these Terms and Conditions.

Please read these terms and conditions carefully before using SweepBank Loyalty Program and keep them for your records. By activating the SweepBank Loyalty Account, you agree to these terms and conditions and any additional terms and conditions that may be published by SweepBank, as may be amended from time to time (collectively referred to as the "Terms and Conditions"). If you do not agree to the Terms and Conditions, do not activate the SweepBank Loyalty Account, or use SweepBank Loyalty Program.

A precondition for entering SweepBank Loyalty Program is having an active SweepBank Current Account.

SweepBank Loyalty Program is only for natural persons who are consumers. SweepBank Loyalty Program cannot be used for commercial purposes.

Participation in SweepBank Loyalty Program is voluntary and takes place upon activation of SweepBank Loyalty Account and consent to the processing of personal data for the purposes of SweepBank Loyalty Program.

Failure to consent to the processing of personal data referred to above prevents joining and participating in SweepBank Loyalty Program. You have the right to withdraw consent to the processing of personal data at any time for purposes related to the implementation of SweepBank Loyalty Program, while the withdrawal of consent is equal to resignation from participation in SweepBank Loyalty Program.

We may refuse an application to join SweepBank Loyalty Programme for any reason at our sole discretion including (but not limited to) risk of reputational damage to us.

SweepBank Loyalty Account:

Activation and use of SweepBank Loyalty Account is free.

You can join the program only once by applying for a SweepBank Loyalty Account via SweepBank Mobile App.

SweepBank Loyalty Account will be created in your name to record loyalty points earned or redeemed by you.

SweepBank Loyalty Account allows you to manage your loyalty points and convert them to a cash back.

Points in SweepBank Loyalty Program:

You can collect loyalty points as a reward for certain deals offered by merchants and published on SweepDeals portal and purchased from the merchants' websites. SweepBank is a third party to any agreement you have with the merchant and will not be liable for any loss or damage incurred as a result of any interaction between you and a merchant with respect to such purchases. You acknowledge that SweepBank does not endorse or warrant the merchants that are accessible through SweepDeals portal nor the deals that they provide.

To collect loyalty points, you must enter the merchant's website through SweepDeals portal. Points will be awarded for each separate transaction.

You will receive loyalty points as soon as the merchant approves your purchase and communicates the same to SweepBank, except in the circumstances of system failure when it is expected that points will be loaded within 48 hours. Loyalty points cannot be redeemed until added to your SweepBank Loyalty Account.

The number of points awarded for each transaction will be determined by SweepBank and the information on this subject will be available on SweepDeals portal. The number of points awarded can be altered at the discretion of SweepBank.

We reserve the right to cancel or revert transfers of loyalty points to your SweepBank Loyalty Account if we find that you have seriously breached these Terms and Conditions.

SweepBank Loyalty Points are personal to you and cannot be transferred to anybody else.

We are entitled to cancel points awarded, even if it would result in a negative balance on SweepBank Loyalty Account, if the relevant purchases to which such award relates are returned for any reason and a refund of the purchase price is given. In the case of negative loyalty points, these will be set off against the points accumulated by your next purchase in line with these Terms and Conditions.

The points accumulated on SweepBank Loyalty Account are the property of SweepBank, and the company reserves the right to withdraw such points or any other scheme at any point in time, without the need to give any prior notice.

Points conversion to cash back:

You can convert loyalty points you have collected in your SweepBank Loyalty Account to cash deposited to your SweepBank Current Account.

You might set up automatic transfer of loyalty points from your SweepBank Loyalty Account to your SweepBank Current Account at the end of each month.

You must convert loyalty points from your SweepBank Loyalty Account at least at the end of a calendar year. SweepBank will automatically redeem your points for cash back at the end of each calendar year.

The current redemption value of points is one point equals EUR 0.01.

Processing of your Personal Data:

Our privacy policy relating to SweepBank Loyalty Program (which can be accessed at <https://www.sweepbank.com/legal>) sets out the information that we will collect about you, how we use the information and whom it may be shared with.

If you have any questions on how we use your personal information, please contact us via e-mail, help@sweepbank.com.

Intellectual Property:

You acknowledge that all content, trademark rights and other possible intellectual property in SweepBank (including materials contributed by merchants or you) fall under our ownership or are licensed to us. Copying material from a website is easy, but that doesn't mean it's legal. You may not copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit any material derived from Sweepbank or any material owned by Sweepbank, nor may you distribute any part of this content over any network, including a local area network, sell or offer it for sale, or use such content to construct any kind of database, unless we have given prior, specific written consent.

SweepBank Role:

SweepBank is in no way involved and is not a party to any transaction with the merchants, nor is it a seller or supplier of products or services offered by the merchants. For this reason, we are not subject to any legal obligations that apply to retailers who offer these products or services. Due to these facts, we cannot influence and are not responsible for the quality, safety or legality of the services and products provided by the merchants, or whether the merchant can and will provide any services and products or any warranties with respect to the same. To the extent permitted by law, we, our employees, and our other partners disclaim all liability arising out of or in connection with any transactions with the merchants, including (without limitation) all claims and complaints relating to unrealized or completed transactions with the merchants, the provision of goods and services for sale and delivery and realized sales or deliveries of goods or services related to any transaction with the merchants.

Liability:

Any income or other taxes and duties which may become payable are your responsibility and SweepBank shall make no representations regarding the current or future tax implications of earning or using points under SweepBank Loyalty Program.

SweepBank is only liable to the extent set forth in these Terms and Conditions, but in no event shall it have any other obligation, duty or contractual liability in respect of any damage caused by the Merchant or you (including negligence, breach of duty or any other damage).

SweepBank is not responsible for injury or death resulting from our negligence.

SweepBank shall only be liable for damages if it is proven that such damages are the result of or negligence on the part of SweepBank.

We will not be contractually liable to you or any other legal entity for damages (including negligence, breach of duty or other harm) or otherwise for loss of income or business loss, loss of expected savings or reduction in

profit, or any indirect, specific or consequential damages, costs or claims for damages, even if these claims result from (or arose as a result of) the non-provision of SweepBank's obligations or its deliveries with delay, or other non-compliance with these Terms and Conditions.

Except as expressly provided in these Terms and Conditions, all proposals, warranties, conditions, and other regulations (express and implied by law, act or otherwise) are excluded from these Terms and Conditions, except in cases of fraud or if such exclusion is not permitted by law.

For the sake of clarity, SweepBank will not be liable to you or any other person for the content created or contributed by you in connection with transactions (or business transactions) with merchants or with any activity or contact relating to such content or transactions,

The terms of this Section shall survive the termination of these Terms and Conditions.

General Provisions:

You can terminate the use of SweepBank Loyalty Program at any time.

We may at our discretion change the number of points you earn for your purchases or the minimum or maximum number of points to be redeemed or the period during which you must use your points or the rewards within SweepBank Loyalty Program by giving you at least 30 days' notice in writing. The change will take effect from the date stated by us in the notice.

SweepBank reserves the right to immediately unilaterally at any time terminate or suspend your participation in SweepBank Loyalty Program and to deduct any points you have earned if it determines that you have not observed these Terms and Conditions or are in breach of your SweepBank Terms and Conditions or any other agreement with us or you are behaving in any way or to any extent against SweepBank's business or other interests. Termination will take effect immediately and in this case you will irrevocably and in full lose all points you have collected on your SweepBank Loyalty Account.

SweepBank may make any amendments to these rules at any time. Such amendments shall be posted on the Website (<https://www.sweepbank.com/legal>) and on SweepBank Mobile App. The amendments shall come into effect immediately after posting the relevant information on the Website, unless specified differently on the Website.

If any provision of these rules or any portion thereof is held illegal, invalid or unenforceable, then such provision shall be severed from these rules and shall not affect the legal force and enforceability of any other provisions. These rules shall supersede all prior agreements, announcements and representations in respect of SweepBank Loyalty Program.

In addition to the above, SweepBank reserves the right to (i) stop SweepBank Loyalty program at anytime; (ii) and/or withdraw or cancel SweepBank Loyalty Program and/or the points (including but not limited to the redemption and issue of such) and/or Loyalty Account on reasonable notice to you by email or publishing such notice on our website at [include link] or via SweepBank Mobile App.

Notwithstanding subsection 3 of this General Provisions, upon termination of SweepBank Loyalty Program in accordance with this section all loyalty points you have collected on your SweepBank Loyalty Account will be converted to cash and transferred to your SweepBank Current Account.

In the event that these terms and conditions do not, or do not clearly, cater for a solution to any matter which may arise, then SweepBank shall have the sole discretion to decide finally on such matter.

These terms and conditions are governed by Maltese Law, but any mandatory protection granted under the German law for the purpose of consumer protection shall apply to you. You may only bring proceedings against SweepBank in the Member State of the European Union where you are domiciled or in Malta. SweepBank may bring proceedings against you in the Member State of the European Union where you are domiciled. Both parties may bring a counter-claim in the court where the original claim is pending.

Contact Information:

SweepBank Loyalty Programme is operated and promoted by Ferratum Bank p.l.c., ST Business Centre 120, The Strand, Gzira, GZR 1027 Malta. Ferratum Bank p.l.c., registered under the laws of Malta in the Malta Business Registry with registration number C56251, licensed and supervised by the Malta Financial Services Authority, Imdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta (<http://www.mfsa.com.mt/>) as a credit institution in terms of the Banking Act.