

# SweepBank's General Terms and Conditions

The General Terms and Conditions always govern the business relationship between you and Multitude Bank p.l.c. (hereinafter referred to as the „SweepBank“). In addition to these General Terms and Conditions, the following Schedules and the List of Prices and Services, shall also govern the business relationship between you and SweepBank, but only to that extent you have subscribed for the relevant Services:

- Schedule A – Conditions for the Opening of the SweepBank Current Account and SweepBank Savings Account.
- Schedule B – Conditions for the SweepBank Debit Card
- Schedule B.1 – Conditions for the Use of SweepBank Debit Card through Apple Pay
- Schedule B.2 – Conditions for the Use of SweepBank Debit Card through Google Pay
- Schedule C – Conditions for Payment Transactions
- Schedule D – Conditions for Mobile Banking
- Schedule E – Conditions for the SweepBank Term Deposit
- Schedule F - Definitions
- List of Prices and Services
- Depositor Information Sheet

## BASIC RULES GOVERNING THE RELATIONSHIP BETWEEN YOU AND SWEEPBANK

### 1. Scope of application and amendments of these General Business Conditions and the Conditions for particular business relations

#### (1) Scope of application

(1.1.) In order to accept the agreement, you declare to have read and understood these General Terms and Conditions, the Schedules, the List of Prices and Services and the Depositor Information Sheet available for you here above.

(1.2) The General Terms and Conditions, the Schedules applicable to those Services subscribed by you, the List of Prices and Services, together govern the entire business relationship between SweepBank and you and shall together be referred to as the “Agreement”. The opening of a SweepBank Savings Account (see Schedule A), the opening of a SweepBank Term Deposit (Schedule E), and the use of the SweepBank Card through Apple Pay (Schedule B.1), through Google Pay (Schedule B.2) are subject to the subscription by you of the relevant services after entering into the Agreement.

(1.3) To enter into the Agreement, you must submit an Application including all required details and documentation on the dedicated section of the Website or on the SweepBank Mobile App or through the manual onboarding process established by SweepBank. SweepBank has absolute discretion whether to offer such possibility to you or otherwise and whether to accept your application or otherwise.

(1.4) Before submitting the Application you shall receive a copy of the General Terms and Conditions together with the relevant Schedules, the List of Prices and Services, the Depositor Information Sheet, and the Pre-contractual Information Document.

(1.4.1) If you are offered the possibility and applies for the SweepBank Term Deposit, you shall also receive the Annex to SweepBank Term Deposit. By ticking the appropriate boxes, you declare to have read and understood and to accept the Agreement, the Depositor Information Sheet and, if relevant, the Annex to SweepBank Term Deposit.

(1.5) At any time during the business relationship with SweepBank, an updated copy of the General Terms and Conditions shall be made available to you on durable medium (e.g. PDF) on the dedicated section of the Website or on the SweepBank Mobile App. You shall also have the right to receive such copy on request, contacting by email SweepBank's Customer Care at [help.de@sweepbank.com](mailto:help.de@sweepbank.com) or through the Customer's Mobile Account.

(1.6) By submitting the Application, you understand that you:

(1.6.1) have provided true, correct and complete information to SweepBank and that you will inform SweepBank as soon as possible and in no case later than within one working day whenever there is a change to such information or in the event that you notice that any information submitted was erroneous or otherwise untrue, incorrect or incomplete;

(1.6.2) are the owner of the bank account in the European Union through which SweepBank current account is credited;

(1.6.3) have read the Agreement in good time before you were bound by it, understand the content and agree with the provisions contained therein;

was provided with the Agreement in a durable medium;

was provided with adequate explanations on the Agreement, the essential characteristics of the Agreement and the Services which have placed you in a position enabling you to assess whether the Agreement is adapted to your needs;

(1.6.3) have entered into this Agreement of your free will and have not concluded the Agreement under threat, duress, or in distress or under strikingly unfavourable conditions with regard to your personal and financial circumstances;

(1.6.4) are not a politically exposed person and that you shall inform SweepBank within 24 hours upon becoming a politically exposed person;

(1.6.5) are not obtaining the Services for the benefit of or on behalf of somebody else. If you are being provided with the Services or otherwise acting on behalf of another person, you shall inform SweepBank immediately, in which case you understand that additional measures will have to be applied and accepts that SweepBank may refuse to enter into the Agreement or to be provided with the Services or may, impose additional conditions on both the agent and his/her principal;

(1.6.6) will make good any damage caused by any culpable breach by you of any of the confirmations contained in this clause or any of your obligations in terms of the Agreement in accordance with the applicable legal provisions.

(1.7) SweepBank shall, at any time during the term of the Agreement, have the right to identify and verify your identity as well as request other information from you and/or third parties which might be relevant to SweepBank to make a decision as to whether to grant Services or otherwise to you. By concluding the Agreement you undertake to fulfil all SweepBank's requests in terms of this clause. You acknowledge and accepts that SweepBank shall have the right to refuse to enter into the Agreement or terminate the Agreement entered into or a Service, with immediate effect or refuse to provide Services to you if SweepBank cannot obtain the information, documentation or verification which it considers necessary to enter into the Agreement or provide Services to you or in the case that you fall outside the risk policies of SweepBank. Documents submitted to SweepBank in terms of this clause shall not be returned.

(1.8) SweepBank shall inform you by means of an e-mail about its decision to enter into the Agreement or otherwise. The Agreement is considered concluded at the point in time that you are informed by e-mail that SweepBank has accepted to enter into the Agreement.

## (2) Products and Services

### (2.1) SweepBank Current Account

The SweepBank Current Account is a mobile payment account and bears interest in accordance with the List of Prices and Services. You can manage the SweepBank Current Account exclusively on the SweepBank Mobile APP (Mobile Banking). You can deposit funds from other banks into your SweepBank Current Account, as well as transfer money to your own accounts with SweepBank or to other banks. The current account agreement covers the issue of the SweepBank Card, the use of the Mobile Banking and payment transactions and Credit Transfers. For more information on the SweepBank Current Account, reference should be made to Schedule A, Schedule B, C and Schedule D. You can only have one current account with SweepBank.

### (2.2) SweepBank Savings Account

You may be also offered the possibility to apply for a maximum of five (5) SweepBank Savings Accounts. You can only have a SweepBank Savings Account if you have a SweepBank Current Account. The SweepBank Savings Account is an online saving account into which you can deposit funds from your SweepBank Current Account. You can also transfer funds from your SweepBank Savings Account to your SweepBank Current Account. The SweepBank Savings Account will yield interest at a rate that will be determined by SweepBank from time to time. The applicable rates can be obtained from the List of Prices, from SweepBank's Website, your SweepBank Mobile Account or from the SweepBank Customer Care Centre. For more information on the SweepBank Savings Account, reference should be made to Schedule A.

### (2.3) SweepBank Debit Card

The SweepBank Debit Card shall be provided by SweepBank upon the successful completion of the opening of the SweepBank Current Account.

Once activated, the SweepBank Debit Card shall allow you to perform:

- i) near field communication (hereinafter NFC) payments through either your SweepBank Debit Card in contactless mode, your SweepBank Debit Card in virtual mode made available on the relevant section of your SweepBank Mobile App (so called "Virtual Debit Card"), or your smartphone (Android) (iPhone or Android);
- ii) physical payments;
- iii) online payments; and
- iv) cash withdrawals.

For more information on the SweepBank Debit Card, reference should be made to Schedule B, Schedule B.1., Schedule B.2.

### (2.5) SweepBank Term Deposit

SweepBank may offer you the possibility to apply for a SweepBank Term Deposit. The SweepBank Term Deposit is an online fixed-rate and fixed-term deposit account. In order to be able to open a SweepBank Term Deposit you must first have a SweepBank Current Account.

Information on the SweepBank Term Deposit shall be made available on Schedule E if the possibility to apply for the SweepBank Term Deposit becomes available.

## (3) Amendments

(3.1) Any amendments of these General Terms and Conditions, and/or Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, and the List of Prices and Services shall be offered to you on a durable medium no later than two (2) months before their proposed date of entry into force. If you have agreed on an electronic communication channel (e.g. mobile banking, message centre) with SweepBank within the framework of the business relationship, the amendments may also be offered through this channel. SweepBank will notify you of the changes referred above through the message centre on your Mobile Account or by means of an email. You shall accept the amendments in text form within two (2) months. Upon the offer of such amendments SweepBank shall expressly draw your attention to this consequent approval in its offer.

If you are not in agreement with the amendments proposed to the General Terms and Conditions, and/or Schedule A with regards to the SweepBank Current Account, Schedule B, Schedule C, Schedule D, Schedule F, and the List of Prices and Services, you can without delay and free of charge, and without imposition of sanctions, only terminate the whole Agreement before the proposed date of entry into effect of the relevant amendments. In that specific circumstance where the amendments proposed by SweepBank concern only Schedule A with regards to the Savings Account only and you are not in agreement with such amendments, you can without delay and free of charge, and without imposition of sanctions, terminate only Schedule A with regards to the Savings Account. Upon the offer of such amendments SweepBank shall expressly draw your attention to this right of termination.

If you do not accept the amendments proposed by SweepBank, SweepBank may terminate the Agreement for good cause without observing a notice period in accordance with §§ 313, 314 of the German Civil Code (BGB), if SweepBank, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

(3.2) Any amendments to the provisions relative to the Services under Schedule B.1 - Conditions for the Use of SweepBank Card through Apple Pay; Schedule B.2 - Conditions for the Use of SweepBank Card through Google Pay: shall be governed under the provisions of the relevant Schedule.

Changes in exchange rates may be applied immediately and without prior notice, provided that such changes are based on the Mastercard Foreign Exchange Rate for use of the debit card or are more favourable to you than the previous rates. SweepBank shall notify you of the changes to the exchange rate or reference rate at the earliest opportunity on a durable medium.

## 2. Banking secrecy and disclosures

### (1) Banking secrecy

SweepBank has the duty to maintain secrecy about any customer-related facts and evaluations of which it may have knowledge (banking secrecy).

### (2) Disclosures

According to Article 34, para 2 of Chapter 371 - Maltese Banking Act, no past or present employees of SweepBank shall disclose any information on you acquired in the performance of his duties or the exercise of his functions, except: (i) when authorised to do so according to any provisions of and/or any regulations adopted by the relevant authority under Chapter 371 - Maltese Banking Act; (ii) for the purpose of the performance of his duties or the exercise of his functions; (iii) when lawfully required to do so by any court or under a provision of any law; (iv) for the purpose of enabling the Central Bank of Malta or the Malta Financial Services Authority, to satisfy their respective obligations arising under Malta's international commitments; or (v) when you expressly consents, in writing, to the disclosure of information relating to your affairs, to the extent so authorised .

### (3) Data Protection

You acknowledge that SweepBank shall collect and process your Personal Data in accordance with the Privacy Policy which is published on the Website and/or available on the SweepBank Mobile App.. In this Privacy Policy SweepBank informs comprehensively, i.e., about the collection, use and procession of personal when using the SweepBank Mobile App, when using the banking service(s) offered by SweepBank through the SweepBank's Website and/or through the SweepBank Mobile App, and when accessing the SweepBank's Website

Your rights to opposition and erasure of data as specified in the Privacy Policy cannot be used as a discharge mechanism or remission of debts; the exercise of these rights does not prevent the use of personal data to claim amounts due to SweepBank. The opposition and erasure rights only have effect "*pro - futuro*" both to terminate the business relationship linking SweepBank to you, and for the future sending of advertising material or other future processing of data but do not imply inability to use your data to claim debts due and payable for the period in which the business relationship between the two persisted.

### **3. Liabilities, Waiver and Assignment**

#### (1) Disturbance of business and Force Majeure

A Party's obligations in terms of this Agreement shall be suspended for such period during which that Party is prevented from complying with said obligations due to Force Majeure if such Party has:

- (a) notified the other Party of the existence of the Force Majeure,
- (b) does everything in its/his/her power to comply with the obligations in terms of the Agreement notwithstanding the existence of Force Majeure; and
- (c) fulfils its obligations within the time specified once the Force Majeure event has ceased to exist.

For the avoidance of doubt, Force Majeure shall only suspend a Party's obligation in so far as it is impossible for the Party to perform the same and shall in no case excuse such Party from the obligation to perform other obligations in terms of the Agreement. Force Majeure is understood to mean an event that is unpredictable and beyond the Parties' control, e.g. strike, legislative restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar circumstances causing impossibility in fulfilling the obligations arising from the Agreement.

#### (2) Waiver

SweepBank may, for promotional purposes, waive or reduce some or any of your obligations contained in the Agreement for a limited time only provided that such waiver or reduction shall only apply if you satisfy the conditions of the promotion.

SweepBank shall have the right to choose not to enforce any of the provisions of the Agreement at any time and this shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or SweepBank's right to enforce any provision in accordance with its terms.

#### (3) Assignment

SweepBank shall have the right to assign its rights and/or obligations in relation to the Agreement to a third party without the necessity of obtaining your consent, provided that you shall be notified of such assignment. You shall not assign the rights and obligations under the Agreement without the consent of SweepBank.

### **4. Set-off limitations**

Unless otherwise provided under any of the Schedules or additional conditions, you may only set off claims against those of SweepBank if your claims are undisputed or the claims have been confirmed by a final court decision.

### **5. Right of disposal upon your death**

Upon your death, any person who approaches SweepBank claiming to be your legal successor shall be required to furnish suitable proof to SweepBank of their entitlement under inheritance law.

If an official or certified copy of the testamentary disposition (last will or contract of inheritance) together with the relevant record of probate proceedings is presented to SweepBank, SweepBank may consider any person designated therein as heir or executor as the entitled person, allow this person to dispose of any assets and, in particular, make payment or delivery to this person, thereby discharging its obligations. This shall not apply if SweepBank is aware that the person designated therein is not entitled to dispose (e.g. following challenge or invalidity of the will) or if this has not come to the knowledge of SweepBank due to its own negligence.

## **INFORMATION AND COMMUNICATION**

## 6. Periodic balance statements for SweepBank Current Account and SweepBank Savings Account

### (1) Issue of periodic electronic balance statements

You agree that SweepBank will make available to you a monthly electronic Statement of SweepBank Account/s on your Mobile Account free of charge and in the English language. You may, at any time, demand that SweepBank provides, without undue delay, information about individual Credit Transfers debited from your SweepBank Account after the individual Credit Transfers are debited.

SweepBank shall, additionally, provide you with a yearly Statement of Fees of the SweepBank Current Account available on your Mobile Account free of charge and in the English language.

You may request SweepBank to send you a hard copy of the Statement, subject to the charge specified in the List of Prices and Services.

For the purpose of statements and Credit Transfers information, a Business Day runs from 8am to 3pm CET and instructions received later than 3pm CET shall be deemed to have been received the following Business Day.

Each monthly electronic Statement shall be made available on your SweepBank Mobile Account for a maximum period of 12 (twelve) months. After the expiry of such maximum period, you may request any Statement previously issued but not available anymore on SweepBank Mobile App, by contacting SweepBank's Customer Care Centre.

### (2) Time allowed for objections; approval by silence

Any objections you may have concerning the incorrectness or incompleteness of a periodic balance Statement must be raised not later than six weeks after its receipt; if the objections are made in text form, it is sufficient to dispatch these within the period of six weeks. Failure to make objections in due time shall be considered as approval. Upon the issuing of such a periodic balance Statement, SweepBank shall expressly draw your attention to this consequence. You may demand a correction of the Statement even after expiry of this period, but must then prove that the account was either wrongly debited or mistakenly not credited.

## 7. Communication

You shall provide SweepBank with specific instructions or information about your Profile and/or SweepBank Mobile Account through the SweepBank Mobile App or by contacting the SweepBank's Customer Care Centre.

SweepBank will contact you through the message centre in your Mobile Account, by email, by post or by phone. SweepBank can be reached through the message centre in your Mobile Account, by contacting SweepBank's Customer Care Centre or via post at the address of Multitude Bank p.l.c. Such notice will only be effective as from that time that SweepBank would have received it. Any notice sent by SweepBank to you through the SweepBank Mobile Account or through email address which you would have communicated to SweepBank will be binding on you upon receipt. If you do not inform SweepBank about a change in his mailing address and, as a result, mail is returned to SweepBank, SweepBank may restrict access to your SweepBank Mobile Account until SweepBank receives satisfactory proof of your new email address.

## 8. About Multitude Bank p.l.c.

Multitude Bank p.l.c. is a public limited company, registered under the laws of Malta with number C56251, with its registered address at ST Business Centre, 120 The Strand, Gzira GZR 1027, Malta. Telephone Number: +49 30 31197203, e-mail address: [help.de@sweepbank.com](mailto:help.de@sweepbank.com).

Multitude Bank p.l.c. is licensed as a credit institution by the Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta (<http://www.mfsa.com.mt/>) and is registered in the Malta Financial Services Authority's Financial Services Register with number C56251.

Activities covered by the License issued to Multitude Bank p.l.c.: Business of Banking, Payment Services (as defined in the Financial Institutions Act), Issuing and administering other means of payment (other than Payment Services as defined above), Guarantees and Commitments, Trading for own account in money market instruments, foreign exchange, financial futures and options, exchange and interest-rate instruments, transferable securities and any other activities which Multitude Bank p.l.c. may be authorised to carry out from time to time. Details on how Multitude Bank p.l.c. is regulated by the Malta Financial Services Authority are available upon request.

## DUTIES OF THE CUSTOMER TO COOPERATE

### 9. Your duty to cooperate

#### (1) Notification of changes

You shall notify SweepBank without delay of any changes in your personal details and address, as well as the termination of, or amendment to, any powers of representation towards SweepBank conferred to any person (in particular, a power of attorney). This notification duty is also mandatory where the powers of representation are recorded in a public register (e.g. the Commercial Register) and any termination thereof or any amendments thereto are entered in that register. Further notification requirements may arise from other legislation, in particular from the Maltese legislation on Money Laundering (Prevention of Money Laundering Act, the Prevention of Money Laundering and Funding of Terrorism Regulations, as well as Sub-Title IV A of the Criminal Code).

#### (2) Clarity of orders

Orders must unequivocally show their contents. Orders that are not worded clearly may lead to queries, which may result in delays. First and foremost, you must ensure the correctness and completeness of your orders and the information you provide within your orders, particularly the account number, the IBAN (International Bank Account Number) and BIC (Bank Identifier Code) as well as the currency. Amendments, confirmations or repetitions of orders must be designated as such.

#### (3) Collaboration duties.

SweepBank reserves the right to request additional information from you, at any point in time, should this be deemed necessary for Compliance obligations as required by applicable law and you have the obligation to collaborate to such justified requests.

#### (4) Examination of and objections to notifications received from SweepBank

You must immediately examine the Statements, the Statement of Fees, securities transaction settlements, declaration of profits, and any other statements, advices of the execution of orders as well as information on expected payment transactions and consignments (advices), as to their correctness and completeness. You must also raise any objections relating thereto immediately on learning of (i) any inconsistencies in the Statement, the Statement of Fees, the securities transaction settlements, the declaration of profits, and any other statements, advices of the execution of orders as well as information on expected payment transactions and consignments concerned or (ii) of the unauthorized or erroneously executed payment transactions.

#### (5) Notice to SweepBank in case of non-receipt of statements

You must notify SweepBank immediately if the Statements or the Statements of Fees are not received. The duty to notify SweepBank also exists if the securities transaction settlements, the declaration of profits, and any other statements, advices of the execution of orders as well as information on expected payment transactions and consignments, are not received.

## COST OF SWEEP BANK SERVICES

## 10. Fees applying to the services

The amount of fees for the Services, is set out in the “List of Prices and Services” as issued by SweepBank from time to time, and which is available from SweepBank’s website or through the SweepBank Mobile App. If you make use of a service included therein, and unless otherwise agreed with SweepBank, the interest and charges stated in the List of Prices and Services valid at the time of use of the service are applicable. Unless otherwise agreed, the charges for any services not included in the List of Prices and Services which are provided following your instructions and which can in the given circumstances, only be expected to be provided against remuneration, subject to prior agreement with you.

# TERMINATION AND WITHDRAWAL

## 11.1 Termination rights of the Customer

### (1) Right of termination without cause

You may at any time, subject to a one (1) month notice period, terminate either (a) the Agreement or (b) a particular business relationship, insofar as neither a term nor a diverging termination provision are agreed, by contacting SweepBank’s Customer Care Centre or by sending SweepBank a message through your Mobile Account, unless another method for termination is stipulated in the relevant schedule. Such termination shall be free of charge unless it occurs within the first six months from when the Agreement is concluded, in which case SweepBank may charge you the termination fee listed in the List of Prices and Services.

With the exception of the termination of Schedule A with regards to the SweepBank Savings Account and the termination of Schedules B.1 and B.2, the termination of a particular business relationship leads to the termination of the entire Agreement. Schedule A with regards to the SweepBank Savings Account and Schedules B.1, B.2 can be terminated separately, unless the other Schedules have also been expressly terminated.

The termination right of the SweepBank Term Deposit is stipulated in Schedule E.

### (2) Right of termination for reasonable cause

You may terminate either (a) the Agreement, or (b) a particular business relationship without notice if there is reasonable cause therefor which makes it unacceptable to you to continue it, also after giving consideration to the legitimate concerns of SweepBank.

With the exception of the termination of Schedule A with regards to the SweepBank Savings Account and the termination of Schedules B.1, B.2 and B.3, the termination of a particular business relationship leads to the termination of the entire Agreement. Schedule A with regards to the SweepBank Savings Account and Schedules B.1, B.2 and B.3 can separately be terminated for reasonable cause, unless the other Schedules have also been expressly terminated for reasonable cause.

Any other legal termination rights available to you under statutory law shall not be affected.

### (3) Termination due to change in contract

(3.1) In addition to the termination rights specified above, if you are not in agreement with the amendments proposed under Section 1(3.1) above to the General Terms and Conditions, and/or Schedule A with regards to the SweepBank Current Account, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, and the List of Prices and Services, you can without delay and free of charge, and without imposition of sanctions, only terminate the entire Agreement before the proposed date of entry into effect of the relevant amendments. In that specific circumstance where the amendments proposed by SweepBank under section 1(3.1) concern only Schedule A with regards to the SweepBank Savings Account only and you are not in agreement with such amendments, you can without delay and free of charge, and without imposition of sanctions, terminate only Schedule A with regards to the SweepBank Savings Account.

(3.2) Specific provisions on termination shall apply to the Services under Schedule B1 and/or Schedule B2.

### (4) Consequences of termination



Upon termination either of the Agreement or of the Services under Schedules A, B, C, D, and E, SweepBank will transfer any balance and interest (after deducting any outstanding fees, charges and/or interests due until the closure) to an account of your choice, held in your name. For transfers directed to a SEPA account, SweepBank shall not deduct from the balance and interests due in your favour any additional fee for processing the relevant transfer. For transfers directed to an account outside of SEPA, SweepBank shall deduct from the balance and interests due in your favour the additional fee as applicable and sustained by SweepBank for processing the relevant transfer. Additional fees might be applied by the receiving bank.

Upon termination, either of the Agreement or of the Services under Schedules A, B, C, D, and E, SweepBank will also provide you with Statements covering the period of at least thirteen (13) months.

Any regular charges for services due to SweepBank will be payable by you only on a pro rata basis up to the termination of the Agreement. If such charges were paid by you in advance, they shall be reimbursed proportionally. Specific provisions on termination under the relevant Schedules, shall also find application.

## 11.2 Your Right of Withdrawal

You have a right of withdrawal as specified by law. Further information is specified in the relevant Schedules.

## 12. Termination rights of SweepBank

### (1) Termination upon notice without cause

SweepBank may at any time, subject to a two months' notice, terminate either (a) the Agreement, or (b) a particular business relationship, unless a term or a diverging termination provision has been agreed, by notifying you on a durable medium.

### (2) Immediate termination for reasonable cause without notice

SweepBank has the right to immediately terminate either (a) the Agreement in whole, or (b) a particular business relationship, without notice, if there is reasonable cause which makes it unacceptable to SweepBank to continue the business relations, also after having given consideration to your legitimate concerns of. Reasonable cause exists in particular

- if you have made incorrect or false statements as to your financial status or regarding yourself, provided such statements were of significant importance for SweepBank's decision concerning operations involving risks for SweepBank (e.g. the opening of an Account, the delivery of a payment card); or
- in any of the events set out in the relevant AML/CFT Law (including the Law on the Prevention of Money Laundering and Terrorism Financing), or;
- if you are declared insolvent and/or bankrupt, or; in the case of a material breach by you under the Agreement. If reasonable cause is given due to the breach of a contractual obligation, termination shall only be permitted after expiry, without result, of a reasonable period of time fixed for corrective action by you or after a warning to you have proved unsuccessful, unless this provision can be dispensed with owing to the special features of a particular case.
- if you do not accept the amendments proposed by SweepBank, SweepBank may terminate the Agreement in accordance with §§ 313, 314 of the German Civil Code (BGB), if SweepBank, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period;
- other instances where SweepBank can exercise termination rights due to a material breach are specified in the General Terms and Conditions or the relevant Schedules as follows: Schedule A, clause 1.5; Schedule B, clauses 1.2, 1.3, 1.4, 1.5, 1.7, 2.1, 3.1, 3.4, 3.5, 3.6, and 5.5; Schedule C, clause 1.9; Schedule D, clauses 6.2, 6.3, 6.4.2, 6.4.5 and 7.1.

### (3) Closing the Customer Accounts

3.1. SweepBank reserves the right to immediately suspend the provision of any of the Services and/or immediately close your Accounts, should certain circumstances be deemed by SweepBank to have become exceptional. Examples of these circumstances would be if:

- SweepBank reasonably believes that you are no longer eligible to hold the Accounts (e.g. if you have a record of fraud, you will not usually be allowed to have a bank account, or if you do not comply with the requirements set at point 1.5 of Schedule A - Conditions for the opening of the SweepBank Current Account and of the SweepBank Savings Account); or
- SweepBank reasonably believes your conduct, relating to any one or more of the Accounts, is untenable because in breach with this terms and conditions; or
- you have not met SweepBank's conditions relating to verification of your identity according to Anti Money Laundering Legislation and Compliance requirements; or
- in case your name and details match the details contained in any of the sanctions list used by SweepBank for sanctions screening purposes including EU, UN, UK (including the Office of Financial Sanctions implementation covering the HM Treasury (OFSI) and US (including OFAC) sanctions list; or
- SweepBank reasonably suspects that you or someone else are using the account illegally or fraudulently; or
- you have at any point in time provided SweepBank with false information; or
- you have refused or ignored to provide specific information requested by the applicable law to the agreement, or failed to complete and send to SweepBank specific confirmations or declarations needed for Compliance reasons; or
- you received a warning notice by SweepBank you are in breach of any of these terms and conditions or of any other of SweepBank's terms and conditions that apply to your business relationship or transactions with SweepBank and you did not provide any solution or remedy in the terms indicated by SweepBank; or
- SweepBank is expressly requested by relevant competent authorities to close your Accounts or a category of accounts including your Accounts.

3.2. Closure of your Accounts will lead to the termination of the Services provided under Schedule A, B, B1, B2, B3, C, D and E. However, closure of your Accounts will not affect any legal rights or obligations which may already have arisen, or which may arise pending the duration of SweepBank's relationship.

3.3. Upon the closure of your Accounts under this clause 12, where applicable, SweepBank will transfer any balance and interest [after deducting any due amount (where applicable) as well as any outstanding fees, charges and/or interests due until the closure of Accounts] to an account of your choice, held in your name, after deducting amounts due and payable to SweepBank in terms of the Agreement. For transfers directed to a SEPA account, SweepBank shall not deduct from the balance and interests due in your favour any additional fee for processing the relevant transfer. For transfers directed to an account outside of SEPA, SweepBank shall deduct from the balance and interests due in your favour the additional fee as applicable and sustained by SweepBank for processing the relevant transfer. Additional fees might be applied by the receiving bank.

Upon the closure of your Accounts under paragraph (1) above of this clause 12, SweepBank will also provide you with Statements covering a period of at least thirteen (13) months.

#### (4) Dormant Accounts

Dormant Accounts are those accounts which have been inactive for at least one and a half calendar years. For security purposes, once inactive for one and a half years, extra validations, such as request to send identification documentation, requests to answer security questions, (e.g. when you conducted the last transaction, if you are married your maiden surname, etc.) may be required next time you withdraw from or deposit into the Account to ensure the authenticity of the request.

## PROTECTION OF DEPOSITS

## 13. Deposit Protection Fund

### (1) Important information about the Depositor Compensation Scheme

Multitude Bank p.l.c. (SweepBank) is a member of the Maltese Depositor Compensation Scheme ('the Scheme') established under the Depositor Compensation Scheme Regulations, 2015 ('the Regulations'). The Scheme is managed and administered by a Management Committee, which is composed and regulated by the provisions of regulations 3 and 5 of the Investor Compensation Scheme Regulations, 2015. In case we are unable to meet our obligations towards you or have otherwise suspended payment, the Scheme pays compensation up to a maximum amount established by law (currently set at a maximum of euro 100,000 or its equivalent in any currency of a depositor's total deposits held with us), subject to the limitations imposed by the Scheme. In any such event, our net liability towards you is the aggregate of all accounts in your name in euro or other currency, less any amounts due to us (such as loans).

In addition to the protection described above, deposits may be protected in some cases up to a maximum of €500,000 for six months after the amount has been credited or from the moment when such deposits become legally transferable. In order to qualify for such higher protection, a deposit in excess of €100,000 must meet any one of the following additional criteria:

(A) it comprises: (i) monies deposited in preparation for the purchase of a private residential property by the depositor; or (ii) monies which represent the proceeds of sale of a private residential property of the depositor; or

(B) it comprises sums paid to the depositor in respect of: (i) a separation, divorce or dissolution of their civil union; or (ii) benefits payable on retirement; or (iii) a claim for compensation for unfair dismissal; or (iv) a claim for compensation for redundancy; or (v) benefits payable for death or bodily injury; or (vi) a claim for compensation for wrongful conviction.

For further information about the Scheme (including the amounts covered and eligibility to claim) please call the SweepBank's Customer Care Centre, contact SweepBank through the message centre or refer to the:

Compensation Schemes Management Committee c/o Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

SweepBank shall be entitled to disclose to the Deposit Protection Fund or to its mandatory all relevant information and to place necessary documents at their disposal.

## OMBUDSMAN SCHEME

### 14. Out-of-court dispute resolution

In case you have any complaints, you are entitled to file them directly with SweepBank, using the contact data provided in clause 8 above or on its Website. Complaints shall be settled by negotiations. You shall file the complaint in writing (including email), specifying therein: (a) your name, surname, address of the place of residence and contact information; (b) an indication that you are a natural or legal person and a payment service user (c) date of submission of the complaint letter; (d) the nature of the conflict, your claim and substantiation thereof, and (e) that the complaint is against Multitude Bank p.l.c. if this is the case. You shall enclose copies of documents certifying the payment transaction as well as other documents substantiating the complaint (if possible). An electronically submitted complaint shall not require a signature. SweepBank shall acknowledge receipt of the complaint within two (2) working days and provide a reply (either by email or post) to you within 15 working days from the day of receipt of the submission specifying that if you are not happy with the answer provided, you may also use the below listed out-of-court-dispute resolution procedures. If it is not possible for SweepBank to reply within 15 working days due to objective reasons, SweepBank shall inform you of this without delay, specifying a reasonable time period (not exceeding 35 Business Days) within which the reply shall be provided and giving the reason why this extension is necessary. If SweepBank refuses your request it shall provide reasons for such refusal. If SweepBank does not provide a reply within the time period specified herein, it shall be considered that SweepBank has refused your request.

You have also the following out-of-court-options:

(a) turn to the Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonuju, Floriana FRN 1530, Malta. Further information may be obtained through the official website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt) Telephone: 2124 9245. SweepBank shall assist the Office of the Arbiter to cooperate effectively with other relevant authorities for the resolution of cross-border disputes concerning the rights and obligations arising under the EU Directive 2015/2366. In case of a complaint filed with the Arbiter for Financial Services, you will be required to provide information listed above and the remedy that you are seeking. You will also be requested to provide the letter of complaint submitted to SweepBank allowing 15 working days for SweepBank to reply, the reply submitted by SweepBank, relevant documentation relating to the product you are complaining about and other documentation in support of the complaint. You will need to pay 25 EUR for the procedure;

(b) according to § 14 Unterlassungsklagegesetz [Injunctions Act], turn to the Consumer Conciliation Body set up by Deutsche Bundesbank for the settlement of disputes, regarding the distance selling of financial services, consumer loans and other financial assistances, such as certain leasing and instalment transactions and their brokerage, payment services such as bank transfers, direct debits and card payments, accounts, the change of the payment account and the information on payment accounts. The relevant conciliation procedure shall be free of charge, and without compromising your right to resort to the courts. Detailed information on the procedure and its requirements is available on the Deutsche Bundesbank's website ([www.bundesbank.de](http://www.bundesbank.de) - Service - Schlichtungsstelle). Customer's application along with all the supporting documentation (including statements, records and other notifications) must be submitted to the conciliation body's office in text form (e.g. letter, email, fax): Deutsche Bundesbank - Schlichtungsstelle - Postfach 10 06 02, 60006 Frankfurt am Main, Fax: +49 69 709090-9901 e-mail: [schlichtung@bundesbank.de](mailto:schlichtung@bundesbank.de);

(c) on account of alleged breaches of the legal provisions concerning payment services by SweepBank, turn to the "Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)" [German Federal Financial Supervisory Authority]. Your complaint must specify the matter concerned and the relevant reason, and it must be lodged in writing or for recording with the: Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Street: Graurheindorfer Straße 108, Post code: 53117 Bonn, Telephone: +49 228 / 4108 - 0 Fax: + 49 228 4108-1550 [poststelle@bafin.de](mailto:poststelle@bafin.de) [https://www.bafin.de/DE/Verbraucher/BeschwerdenAnsprechpartner/Ansprechpartner/BaFin/bafin\\_node.html](https://www.bafin.de/DE/Verbraucher/BeschwerdenAnsprechpartner/Ansprechpartner/BaFin/bafin_node.html) ; or

(e) turn to the European Online Dispute Resolution platform (ODR platform) at <http://ec.europa.eu/consumers/odr/>. Consumers can use the ODR platform for out-of-court resolution of a dispute arising from online purchase contracts or online service agreements concluded with a company domiciled in the EU.; or

(f) turn to the court.

## INTERPRETATION

### 15. Interpretation

In these terms and conditions, unless the context otherwise requires:

- The nullity, invalidity, absence of binding force or un-enforceability of any of the stipulations of this Agreement does not entail the nullity, invalidity, absence of binding force or un-enforceability of the other stipulations, which shall retain their full effect.
- You agree that information and contractual conditions will be supplied in German and/or English. The Agreement shall be provided in English and German, and the English version of the Agreement shall prevail in the case of any conflict between the two versions. With your consent, we intend to communicate in German and/or English during the duration of the Agreement.

## GOVERNING LAW

## **16. Governing Law and Jurisdiction**

(1) The business relationship between you and Multitude Bank p.l.c. shall be governed by Maltese Law, but any mandatory protection granted under the German law for the purpose of consumer protection shall apply to you.

(2) 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.

# Schedule A – CONDITIONS FOR THE OPENING OF THE SWEEPBANK CURRENT ACCOUNT AND SWEEPBANK SAVINGS ACCOUNT

## 1. The SweepBank Current Account and SweepBank Savings Account

### 1.1 The SweepBank Current Account

The SweepBank Current Account is the account you can exclusively manage on the SweepBank Mobile APP on a daily basis.

The SweepBank Current Account is an account into which you can deposit funds from other banks, as well as transfer money to your own accounts with SweepBank or to other banks. You shall ensure that the source of funds deposited in the accounts is legitimate. If you have no information as to the origin of funds deposited in the accounts or doubts arise as to the origin of funds, you shall inform SweepBank immediately.

You may have one SweepBank Current Account.

SweepBank retains the right to limit for compliance reasons and accordingly to SweepBank's policies, the amount of funds you can hold in your SweepBank Current Account as well as the maximum amount of funds that can be transferred out of your SweepBank Current Account on a daily basis, in which case you will be notified accordingly by SweepBank.

The SweepBank Current Account can be denominated only in EUR upon the successful conclusion of your on-boarding process. After conclusion of the Agreement, the SweepBank Current Account will automatically be opened by SweepBank in your name.

The SweepBank Current Account yields interest in accordance with the List of Prices and Services.

### 1.2 The SweepBank Savings Account

The SweepBank Savings Account is an online saving account which you can open in your name after that the SweepBank Current Account opening process has been successfully completed. On your SweepBank Savings Account you can deposit funds exclusively from your SweepBank Current Account also by way of recurring payment. Funds can be withdrawn from your Savings Account exclusively by means of Credit Transfers to your SweepBank Current Account.

Except for the above mentioned transactions, the SweepBank Savings Account may not be used for purposes of general payment transactions.

SweepBank retains the right to limit the amount of funds you can hold in your SweepBank Savings Account, as well as the maximum amount of funds that can be transferred out of your SweepBank Savings Account on a daily basis, in which case you will be notified accordingly by SweepBank.

The SweepBank Savings Account can be denominated only in EUR. The SweepBank Savings Account will yield interest as specified under section 1.6 below.

## 1.3 Prices

The opening and management of a SweepBank Current Account and/or a SweepBank Saving may be subject to a fee specified in the List of Prices and Services as issued by SweepBank from time to time. You shall bear your own costs and any applicable third-party costs (e.g. postage) yourself.

Other fees arising in connection with the SweepBank Current Account are those specified in the List of Prices and Services, as issued by SweepBank from time to time, and which is available from SweepBank's website or through the SweepBank Mobile App. If you make use of a service included therein, and unless otherwise agreed with SweepBank, the interest and charges stated in the List of Prices and Services valid at the time of use of the service are applicable. Unless otherwise agreed, the charges for any services not included in the List of Prices and Services which are provided following your instructions and which can in the given circumstances, only be expected to be provided against remuneration, subject to prior agreement with you. Changes of Prices are made in accordance with section 1. (3) of the General Business Conditions, if applicable.

## 1.4 Notice regarding the taxes the customer must pay

SweepBank will not withhold any taxes on your behalf. You are obliged to pay taxes to its respective tax authority. If your tax residency circumstances change, you must inform SweepBank immediately by calling the SweepBank Customer Care Centre or through the message centre on your Mobile Account. SweepBank does not offer tax advice. For any tax related questions, you should contact the relevant competent tax authority or your tax advisor.

## 1.5 Reservation of service

The accounts are only managed by SweepBank for consumers, i.e. only for natural persons who open an account for a purpose that serves neither commercial nor one's independent professional activity but only personal purposes (hereinafter referred to as the "Account Holder"). The Account Holder is the named owner of the Account but not the individual with a power-of-attorney over the account. The Accounts are not available for trusts, companies and other bodies corporate or charities.

An applicant becomes an Account Holder once SweepBank activates the applicant's first Account (See Section 6.4, "Security and Access" of Schedule D - Conditions for Mobile Banking).

The Account Holder must be at least eighteen (18) years of age and have his/ her domicile or habitual residence in Germany and in possession of a valid identification document issued or officially recognised within the European Union. The Account Holder may not be a permanent resident of the United States, hold the citizenship of the United States (including dual nationality) or have a Green Card for the United States.

The Accounts shall be kept for your own account. SweepBank does not open accounts on behalf of third parties.

If you are related to/or closely associated with/or yourself are a Politically Exposed Person, who fulfils a prominent public function, you are required to declare this on your Mobile Application prior to the activation of the Account.

SweepBank will only open Accounts in the name of its customers who are acting on their own behalf. You accordingly understand that the Accounts can only be used for payment transactions that you conduct in your own name and on your own behalf, and that you concurrently bind yourself not to use the accounts for the benefit of another person. Entrusting access or use of the Accounts to a third party is prohibited and will lead to the termination of the business relationship with SweepBank.

## 1.6 Interest for SweepBank Current Account and Savings Account

SweepBank pays interest on the SweepBank Current Account and SweepBank Savings Account at the rate indicated in the List of Prices and Services. SweepBank is entitled to amend such interest rate, which cannot become negative, at its reasonable discretion.

The currently valid interest rate can be obtained at any time from the SweepBank's Website, your Mobile Account or from the SweepBank's Customer Care Centre.

SweepBank will work out the interest due to you each day on the total balance in your SweepBank Current Account and SweepBank Savings Account at the end of the day.

SweepBank shall pay the accrued interests on SweepBank Current Account as gross interests (without tax being deducted): on the first day of the calendar month following that for which the interest has been accrued.

SweepBank shall pay the accrued interests on SweepBank Savings Account as gross interests (without tax being deducted): (i) on the SweepBank Savings Account, on the first day of the calendar year following that for which the interest has been accrued, or alternatively (ii) if the SweepBank Savings Account is terminated, on the SweepBank Current Account on the same day of such termination.

### 1.6.1 Duration of the agreement

This Schedule A – Conditions for the opening of the SweepBank Current Account and SweepBank Savings Account - is being signed for an indefinite period of time and is not subject to any minimum term. For termination, please refer to clause 11 and clause 12 of the General Terms and Conditions.

## 1.7 Minimum term of the contract

There is no minimum term to open a SweepBank Current Account and SweepBank Savings Account.

## 1.8 Spending Limits

You may set-up on your Mobile Account the spending limits on payment transactions (daily limits) carried out through the SweepBank Current Account via the SweepBank Mobile App. As a fraud prevention measure and/or if your Account has been opened recently or in the event that circumstances arise which in SweepBank's opinion cause or may cause a breach by you of these General Terms and Conditions, the daily transaction limits may be changed by SweepBank as it is deemed appropriate in the circumstances. Information about these limits may be obtained from the SweepBank's website, the List of Prices and Services, your Mobile Account, or the SweepBank's Customer Care Centre.

## 2. Account opening

2.1 The prerequisite to open and operate any of SweepBank Accounts through the SweepBank Mobile App is a smartphone (iPhone or Android) which is linked to your SweepBank Account and which fulfils the respective technical minimum requirements. For more information, please refer to the Help Centre.

2.2 To open a SweepBank Account, you must complete the onboarding application, as well as read and accept these terms and conditions.

2.3 The SweepBank Account opening process will only be completed once all account opening checks have been satisfactorily carried out by SweepBank. In some cases, such as where suspicions have arisen on the identity of the applicant, SweepBank may reject your application to open the SweepBank Account. In these circumstances, you will not be treated as having opened a SweepBank Account.

2.4 Once the SweepBank Account opening process is successfully completed, you can activate a SweepBank Current Account and a SweepBank Savings Account.



### **3. Payments into your SweepBank Account**

3.1 Upon the successful completion of the account opening process you will receive a confirmation message from SweepBank, following which the first transfer of funds can be made to your SweepBank Current Account.

3.2 The SweepBank Current Account can be further credited by using the account top up feature ("Top Up Feature").

The Top Up Feature allows you to add funds to your SweepBank Current Account instantly through the card you selected in the relevant section of the SweepBank Mobile App as the one from which the SweepBank Current Account is going to be topped up. Neither SweepBank Debit Card nor SweepBank Credit Card cannot be used for performing the Top Up Feature.

The payment transactions made via the Top Up Feature are Incoming Credit Transfers. Accordingly, those Incoming Credit Transfers shall be subject to those provisions of Schedule C –Conditions for Payments Transactions, only to the extent they are applicable to Incoming Credit Transfers, including but not limited to the refusal of Incoming Credit Transfers and the crediting of funds.

### **4. Confirming payment transactions on your SweepBank Accounts**

4.1 Where, due to exceptional circumstances, access to the SweepBank Mobile App is suspended, SweepBank may require alternative means of satisfactory identification for it to be able to execute your instructions accordingly, such as asking you security questions (e.g. when you conducted the last transaction, if married your maiden surname, etc.).

4.2 SweepBank will not provide you with a separate written confirmation when you receive funds in your Account(s). These amounts will appear on your Mobile Account, as specified under Section 5.1 below.

### **5. Payments transactions Summary**

5.1 A transactions summary showing details for transactions made (including withdrawals, deposits, Credit Transfers and Incoming Credit Transfers, interest paid and other account activity as may be applicable) on your open Account(s) is available to you at any time from your Mobile Account. This will show transactions as they have been processed and will be stored on SweepBank's systems.

## 6. Right of Withdrawal for the SweepBank Current Account

### Instruction of Revocation

#### Section 1

##### Right of withdrawal

You can **revoke** your contractual declaration **within 14 days without giving reasons by means of a clear declaration**. The period begins after the conclusion of the contract and after you have received the contractual provisions, including the general terms and conditions, as well as all of the information listed below under Section 2 on a durable data medium (e.g. letter, telefax, e-mail). **The timely dispatch of the revocation suffices to comply with the revocation period** if the declaration is made on a durable data medium. The revocation is to be addressed to:

Multitude Bank p.l.c., ST Business Centre, 120 The Strand, GZR 1027 Gzira, Malta; e-mail-address: help.de@sweepbank.com.

#### Section 2

##### Information required for the start of the withdrawal period

The information within the meaning of section 1 sentence 2 includes the following Information:

##### General information:

1. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the withdrawal, including information about the amount that the consumer in the case of the revocation has to pay for the service provided, provided that he is obliged to pay compensation (underlying regulation: Section 357b of the German Civil Code);
2. the member states of the European Union, the law of which service provider is entitled to accept is based on relationships with the consumer prior to the conclusion of the contract;
3. Details regarding payment and fulfillment;
4. if applicable any costs incurred as well as a reference to possible taxes or costs that are not beyond the Payment service providers are paid or billed by them;
5. a limitation of the period of validity of the information provided, for example the validity duration of limited offers, in particular with regard to the price;
6. any specific additional costs incurred by the consumer for using the means of distance communication has to be borne if such additional costs are billed by the payment service provider;
7. the existence of a guarantee fund or other compensation schemes that are neither covered by the provisions of the Directive 2014/49 / EU of the European Parliament and of the Council of April 16, 2014 on deposit insurance systems (OJ L 173 of 6/12/2014, p. 149; L 212 of 7/18/2014, p. 47; L 309 of 10/30/2014, p. 37) Deposit guarantee schemes created under the Directive 97/9 / EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22), the investor compensation systems created fall;

##### Information on the provision of payment services:

8. on the payment service provider

a) the name and the registered address of his head office, as well as all other addresses including e-mail addresses that are relevant for communication with the payment service provider;

b) the supervisory authorities responsible for the payment service provider and that at the Federal Financial Services regulatory registers or any other relevant public register in which the payment service provider is registered as authorized, as well as its registration number or an identical significant identifier used in this register;

9. on use of the payment service

a) a description of the main characteristics of the payment service to be provided;

b) Information or customer IDs that are required for the proper initiation or execution of a Payment order;

c) the manner of consent to initiate a payment order or to execute a Payment transaction and the revocation of a payment order (underlying regulations: §§ 675j and 675p of the German Civil Code);

d) the time from which a payment order is deemed to have been received (underlying provision: § 675n Paragraph 1 of the German Civil Code);

e) a time specified by the payment service provider close to the end of a business day at which a payment order from the consumer received after this point in time expires as on the following received on the business day applies (underlying provision: Section 675n Paragraph 1 Clause 3 of the German Civil code);

f) the maximum execution time for the payment services to be provided;

g) a reference to the possibility of setting upper limits for the use of a payment instrument (such as e.g. a payment card) (underlying regulation: § 675k paragraph 1 of the German Civil Code);

10. on fees, interest and exchange rates

a) all fees that the consumer has to pay to the payment service provider, including those depending on how and how often the requested information is to be provided;

b) a breakdown of these charges;

c) the underlying interest rates and exchange rates or, if reference rates are used, and -exchange rates, the method of calculating the actual interest, as well as the relevant Reference date and the index or the basis for determining the reference interest rate or exchange rate course;

d) the immediate effect of changes in the reference interest rate or exchange rate based on are based on the agreed reference interest rates or exchange rates without prior notice of the consumer (underlying regulation: Section 675g (3) of the German Civil Code);

11. on communication

a) the means of communication, the use of which for the transmission of information and notification requirements is agreed, including the technical requirements for the equipment and software of the Consumer;

b) Information on how and how often the information is to be provided or made accessible by the payment service provider before and during the contractual relationship, before the execution of payment transactions and for individual payment transactions;

c) the language or languages in which or in which the contract is to be concluded and in which or in which communication is to take place for the duration of the contractual relationship;

d) a reference to the consumer's right to request the transmission of the contractual terms and conditions as well as the pre-contractual information on the provision of payment services in paper form or on another permanent data carrier at any time during the term of the contract;

#### 12. on the protective and remedial measures

a) a description of how the consumer will keep a payment instrument safe and how he will keep his Obligation towards the payment service provider or a body designated by the latter, the loss, theft, misuse or other unauthorized use of a payment instrument immediately after becoming aware of it (underlying Regulation: Section 675l Paragraph 1 Clause 2 of the German Civil Code);

b) a description of the secure procedure for informing the consumer by the payment service providers in the event of suspected or actual fraud or security risks;

c) the conditions under which the payment service provider reserves the right to use a payment instrument meant in the German Civil Code (underlying provision: § 675k Paragraph 2 of the German Civil Code);

d) Information on the liability of the consumer in the event of loss, theft, misplacement or other improper use of the payment instrument including information on the maximum amount (underlying regulation: § 675v of the German Civil Code);

e) Information on the liability of the payment service provider in the event of unauthorized payment transactions (underlying regulation: Section 675u of the German Civil Code);

f) Information on how and within what period the consumer does not authorize the payment service provider must display or incorrectly triggered or executed payment transactions (underlying Regulation: Section 676b of the German Civil Code);

g) Information about the liability of the payment service provider in the event of failure, incorrect or delayed the initiation or execution of payment transactions as well as information about its obligations on request, inquiries about the non-executed or incorrectly executed payment transaction to employ (underlying regulation: Section 675y of the German Civil Code);

h) the conditions for the consumer's right to reimbursement in the event of a payment made by or through the Authorized payment transaction initiated by the recipient (e.g. for SEPA direct debits) underlying regulation: § 675x of the German Civil Code);

#### 13. on changes to the terms and conditions and termination of the payment service framework agreement

a) the agreement that the consumer's consent to a change in the terms of the contract is deemed to have been granted if the consumer does not give the payment service provider his refusal before the time has indicated on which the amended contractual conditions are to come into force (underlying Regulation: Section 675g of the German Civil Code);

b) the duration of the payment services framework agreement;

c) a reference to the consumer's right to terminate the contract;

d) if applicable, a reference to the following termination-relevant agreements:

aa) the agreement of a period of notice for the consumer's right to terminate the contract, which may not exceed one month (underlying regulation: § 675h paragraph 1 of the German Civil code),

bb) the agreement of a right of termination for the payment service provider subject to a notice period of at least two months, which assumes that the contract is concluded for an indefinite period is (underlying regulation: Section 675h (2) of the German Civil Code),

cc) the right to immediate termination of the consumer before the effective date of one of the payment service provider proposed amendment to the contract if the consumer's consent to modifications according to an agreement in the contract would be deemed to have been granted without express rejection, provided that the payment service provider informs the consumer about the consequences of his silence and the termination (underlying provision: Section 675g (2) of the German Civil Code);

14. the contractual clauses about the law applicable to the payment service framework agreement or about the competent court;

15. a reference to the complaint procedure open to the consumer due to alleged misdemeanours breaches by the payment service provider against its obligations (underlying regulations: Sections 60 to 62 of the Payment Services Supervision Act) as well as out-of-court legal issues open to consumers auxiliary proceedings (underlying provision: Section 14 of the Injunctive Action Act).

### Section 3

#### Consequences of withdrawal

In the event of a valid revocation, **the services received by both parties are to be returned**. You shall be obliged to **pay compensation** for the value of the service provided up to the time of revocation if you were informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we shall commence performance of the consideration before the end of the revocation period. If there is an obligation to pay compensation, this may mean that you will still have to fulfil your contractual payment obligations for the period until revocation. **Your right of revocation expires** prematurely if the contract is **completely fulfilled by both parties at your express request** before you have exercised your right of revocation. **Obligations to refund payments must be fulfilled within 30 days**. The period begins for you with the dispatch of your revocation declaration, for us with its receipt.

#### Special Instructions

Upon revocation of this contract, you shall also no longer be bound by a contract related to this contract if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

End of instruction of revocation

## 7. Right of Withdrawal for the SweepBank Savings Account

### Instruction of Revocation

#### Right of withdrawal

You can **revoke** your contractual declaration **within 14 days without giving reasons by means of a clear declaration**. The period begins after the conclusion of the contract and after you **have received** the contractual provisions, including the general terms and conditions, as well as **all of the information listed below under Section 2** on a durable data medium (e.g. letter, telefax, e-mail). **The timely dispatch of the revocation suffices to comply with the revocation period** if the declaration is made on a durable data medium. The revocation is to be addressed to:

Multitude Bank p.l.c., ST Business Centre, 120 The Strand, GZR 1027 Gzira, Malta; e-mail-address: help.de@sweepbank.com.

## Section 2

### Information required for the start of the withdrawal period

The information within the meaning of section 1 sentence 2 includes the following Information:

1. the identity of the entrepreneur; the public business register in which the legal entity is registered, and the associated registration number or equivalent identifier;
2. the main business activity of the entrepreneur and the supervisory authority responsible for his approval;
3. the commercial address of the entrepreneur and any other address necessary for the business relationship between the entrepreneur and the consumer is decisive, in the case of legal persons, personal associations or groups of people also the name of the authorized representative;
4. the essential characteristics of the financial service and information on how the contract is concluded comes;
5. the total price of the financial service including all associated price components and all taxes paid by the entrepreneur or, if no precise price can be given, its calculation basis, which enables the consumer to check the price;
6. where applicable any additional costs incurred as well as a reference to possible further taxes or costs, which are not paid by the entrepreneur or invoiced by him;
7. a limitation of the period of validity of the information provided, for example the validity duration of limited offers, in particular with regard to the price;
8. Details regarding payment and fulfillment;
9. any specific additional costs incurred by the consumer for using the means of distance communication has to bear if such additional costs are invoiced by the entrepreneur;
10. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the withdrawal, including information about the amount that the consumer in the case of the revocation has to pay for the service provided, provided that he is obliged to pay compensation (underlying regulation: Section 357b of the German Civil Code);
11. the contractual termination conditions including any contractual penalties;
12. the member states of the European Union, the law of which the entrepreneur of establishing relations with the consumer prior to the conclusion of the contract;
13. a contractual clause about the law applicable to the contract or about the competent court;
14. the languages in which the contractual terms and conditions and the prior information is communicated, as well as the languages in which the entrepreneur undertakes to provide Consumer's consent to conduct the communication during the term of this contract;
15. the indication of whether the consumer has an out-of-court complaint and redress procedure to which the Entrepreneur is subject to, can use, and, if applicable, its access requirements;

16. the existence of a guarantee fund or other compensation schemes that are neither covered by the provisions of the Directive 2014/49 / EU of the European Parliament and of the Council of April 16, 2014 on deposit insurance systems (OJ L 173 of 6/12/2014, p. 149; L 212 of 7/18/2014, p. 47; L 309 of 10/30/2014, p. 37) Deposit guarantee schemes created under the Directive 97/9 / EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22), the investor compensation systems created fall.

### Section 3

#### Consequences of withdrawal

In the event of a valid revocation, **the services received by both parties are to be returned.** You shall be obliged to **pay compensation** for the value of the service provided up to the time of revocation if you were informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we shall commence performance of the consideration before the end of the revocation period. If there is an obligation to pay compensation, this may mean that you will still have to fulfil your contractual payment obligations for the period until revocation. **Your right of revocation expires** prematurely if the contract is **completely fulfilled by both parties at your express request** before you have exercised your right of revocation. **Obligations to refund payments must be fulfilled within 30 days.** The period begins for you with the dispatch of your revocation declaration, for us with its receipt.

#### Special Instructions

Upon revocation of this contract, you shall also no longer be bound by a contract related to this contract if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

End of instruction of revocation

# Schedule B – CONDITIONS FOR SWEEPBANK DEBIT CARD

## 1. The SweepBank Debit Card (Mastercard Debit Card)

1.1 The Virtual SweepBank Debit Card shall be provided by SweepBank upon the successful completion of the opening of the SweepBank Current Account, according to the provisions of Schedule A – Special Conditions for the opening of the SweepBank Current Account and SweepBank Savings Account. The Virtual SweepBank Debit Card is stored on your mobile device for the use of mobile payment methods. The SweepBank Debit Card may also be issued as a physical Debit Card. These conditions apply to both types of cards, unless expressly stated otherwise.

1.2 You must sign the physical SweepBank Debit Card immediately upon receipt. The SweepBank Debit Card may only be used by you and you must take great care of it. You must not interfere with any magnetic stripe or integrated circuit (chip) in the SweepBank Debit Card. Furthermore, you are not to disclose the SweepBank Debit Card number except when properly using the SweepBank Debit Card and you are to comply with any other instructions which SweepBank may issue regarding the safekeeping of the SweepBank Debit Card and its number.

1.3 The physical SweepBank Debit Card remains the property of SweepBank and must be returned on request.

1.4 You may only use the SweepBank Debit Card during the validity period shown and for amounts which will not cause the SweepBank Account limit to be exceeded. The SweepBank Debit Card must not be used if cancelled or suspended by us.

1.5 You may only use the SweepBank Debit Card to pay for goods or services, or to obtain cash, or for any other purpose that SweepBank allows from time to time. The SweepBank Debit Card must not be used for any illegal purposes.

Once activated, the SweepBank Debit Card shall allow you to perform:

i) NFC payments through either your SweepBank Debit Card in contactless mode, your SweepBank Debit Card in virtual mode made available on the relevant section of your SweepBank Mobile App (so called “Virtual SweepBank Debit Card”), or your smartphone (iPhone or Android) For the respective minimum requirements and setting information, please refer to the Help Centre.

ii) payments at physical POS (point of sale) at participating merchants;

iii) online payments (e-commerce) at participating merchants; and

iv) Cash Withdrawals.

Participating merchants and ATMs can be identified by the acceptance symbols shown on the SweepBank Debit Card.

Use of the SweepBank Debit Card may be:

i) accompanied by you signing a sales voucher or order form showing the SweepBank Debit Card number (amongst other things); or

ii) accompanied by you entering the SweepBank Debit Card PIN (Personal Identification Number) on the EPOS (Electronic Point of Sale) terminal or PIN Pad to confirm and authorise a payment transaction; or

iii) through a cash or other machine, using a SweepBank Debit Card PIN; or

iv) sometimes carried out over the telephone quoting the SweepBank Debit Card Number and other details; or



v) through the internet or other electronic media (including interactive television) quoting the card number and other details including, whether applicable, SweepBank Debit Card ePIN and other Security Details. SweepBank strongly recommends the use of 'secure payment' sites and software when using Your SweepBank Debit Card details and Security Details over the Internet. You have to also act prudently to safeguard the Security Details as well as your Device; or

vi) contactless by bringing the Physical SweepBank Debit Card or the Device to the contactless POS-terminal. Any amount and usage limits set by SweepBank, where applicable, it applies. The relevant provisions under Schedules B.1, B. 2 or B. 3 may find application.

1.6 By using the SweepBank Debit Card, you give your consent (authorisation) to execute the card payment transaction. If the Signature or one or more Authentication Elements / Security Detail(s) is / are additionally required for this purpose, consent will only be granted after its / their use.

This consent shall also include your express consent for SweepBank to process, transmit and store personal data required to execute the card payment transaction.

1.7 A payment transaction cannot be revoked by you once you have given your consent as mentioned above.

1.8 It will remain your sole responsibility to ensure that you renewed the SweepBank Debit Card is in your possession prior to the expiry date of the SweepBank Debit Card. You must give SweepBank at least 30 days' notice prior to expiry date of the SweepBank Debit Card if you do not wish to renew your SweepBank Debit Card. If no such notification is received, SweepBank will have automatically have the right to issue a new SweepBank Debit Card.

1.9 SweepBank will not be responsible for any loss which is suffered by you if the transaction cannot be completed as a result of causes and/or circumstances that are beyond the control of SweepBank, including but not limited to:

- a. Machinery and/or infrastructural failure.
- b. Strikes or other labour difficulties.
- c. Insurrection, riots, national emergencies and/or wars.
- d. Fire, floods and/or other catastrophes.
- e. Power cuts.
- f. Acts of God and force majeure.

## **2. Selecting and safeguarding your the SweepBank Debit Card PIN and other duties of care and cooperation / Safeguarding Authentication Elements**

2.1 You will select the SweepBank Debit Card PIN during your application process with SweepBank. You will also receive, during the same application process or at a later stage, the SweepBank Debit Card ePIN via SMS on the mobile number registered to access your Mobile Account. These SweepBank Debit Card PIN and SweepBank Debit Card ePIN must be kept secret. This means that you must not disclose them to anyone else including SweepBank personnel or record them in any way which allows another person to discover it. In particular, the SweepBank Debit Card PIN and the SweepBank Debit Card ePIN must not be stored on the physical SweepBank Debit Card or on the mobile device on which the Virtual SweepBank Debit Card is stored, or in any other way together with the SweepBank Debit Card. The SweepBank Debit Card PIN and the SweepBank Debit Card ePIN must not be identically with the unlock code of the Device on which the Virtual SweepBank Debit Card is stored. You are to comply with any other instructions, which SweepBank may issue regarding the safekeeping of the SweepBank Debit Card PIN and the SweepBank Debit Card ePIN.

2.2 You must keep the SweepBank Debit Card and SweepBank Debit Card Data and the Authentication Elements with special care to prevent it from being lost or misused. You must take all reasonable precautions to protect your biometric features (e.g. fingerprint), your Device on which the Virtual SweepBank Debit Card is stored and the unlock code of the

Device from unauthorized access. If possible, you have to secure access to your Device on which the Virtual SweepBank Debit Card is stored by a secret unlock code (which is not identically with your SweepBank Debit Card PIN or SweepBank Debit Card ePIN) or other suitable means.

You must keep the unlock code for the Device, on which the Virtual SweepBank Debit Card is stored, secret. You must not:

- disclose it by any means (orally or in text form),
- store it unsecured electronically (e.g. on a mobile device or a computer),
- store/note it on the Device on which the Virtual SweepBank Debit Card is stored.

You must protect the Device against misuse. You have to ensure that no unauthorised individuals have access to the Device or may use the Virtual SweepBank Debit Card stored thereon. The Virtual SweepBank Debit Card is to be deleted from the Device before giving up possession of the mobile device.

You must not store other persons biometric features on the Device on which the Virtual SweepBank Debit Card is stored.

### **3. Loss of SweepBank Debit Card or unauthorised use of SweepBank Debit Card, Notification**

3.1 You must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the SweepBank Debit Card and Authentication Elements and the Security Details being disclosed to any person. You must read the Statements carefully when they become available online or through the SweepBank Mobile App. You must notify SweepBank, by contacting the SweepBank's Customer Care Centre according to paragraph 3.4 below, immediately upon discovery, or even a suspicion of:

- the unauthorised use of (i) the Device, (ii) the mobile number registered to access the Mobile Account, (iii) the SweepBank Debit Card / SweepBank Debit Card data, or (iv) the Security Details; or
- the circumstance that (i) the Device, (ii) the mobile number registered to access the Mobile Account, (iii) the SweepBank Debit Card / SweepBank Debit Card data, or (iv) the Security Details has/have been lost, stolen, misappropriated or misused; or
- the circumstance that the Security Details have become known to another person, or
- any other breach of security

(notification).

You must report any theft or misuse to the police immediately.

You shall inform SweepBank of any unauthorised or erroneously executed SweepBank Debit Card payment transaction immediately upon discovery, but by no means later than 13 months after such transaction are debited on SweepBank Current Account. Where card payment transaction was initiated via a payment initiation service provider, this notification period shall be equally applied. These time limits do not apply if you have not been provided with the information on the payment transactions in accordance with the law.

3.2 Notification should be made to SweepBank through the message centre available on your Mobile Account at anytime or by calling on +49 30 31197203, during the opening times as published on the Website. SweepBank will then take the necessary steps to stop the use of the SweepBank Debit Card.

3.3 SweepBank will require information and your assistance to help it to recover the SweepBank Debit Card or identify fraud.

You are therefore to co-operate with SweepBank and with the police in SweepBank's efforts to recover the SweepBank Debit Card and to investigate any unauthorised card payment transactions you report on your SweepBank Account. If you are asked to report such transactions to the police, this must be done as soon as possible.

3.4 Should you retrieve the SweepBank Debit Card after you have reported it lost, stolen, or misappropriated you must not use it. Should you retrieve Your Device after you have reported it lost, stolen, or misappropriated you must not use it for payment transactions.

3.5 If you need a replacement SweepBank Debit Card you should request SweepBank to issue a replacement of the SweepBank Debit Card. A fee, corresponding to the sustained costs, may apply for the replacement of a SweepBank Debit Card as per the List of Prices and Services. You can change the SweepBank Debit Card PIN at any time through the card services on your Mobile Account.

3.6 Depending on the country in which you are located SweepBank might offer an emergency card replacement service, at a cost as per the List of Prices and Services. If you require the use of this service, you are to contact the SweepBank's Helpdesk.

## 4. Funds and use of the Card

4.1 SweepBank will charge to the SweepBank Current Account the amounts of all payment transactions made with the SweepBank Debit Card in any currency. The SweepBank Current Account will be debited in Euro (see Section 4.6 below). SweepBank will also charge to your account any amount charged by another bank for the use of their cash withdrawal with the SweepBank Debit Card at ATMs or use of the SweepBank Debit Card for payments and all other amounts you owe SweepBank from time to time under these General Terms and Conditions or any other terms in relation to the use of the SweepBank Debit Card or SweepBankAccounts.

4.2 You shall ensure that enough funds are available in the SweepBank Current Account to meet all transactions made with the SweepBank Debit Card. You may only use the SweepBank Debit Card within the credit balance of the account and within the spending limits (see Section 1.8 of Schedule A). Payment transactions that would cause a spending limit to be exceeded are rejected, regardless of the current account balance.

4.3 Under no circumstances you are authorised to overdraw the Account/s.

4.4 In addition, notwithstanding the above, SweepBank shall have the right to refuse authorisation for any use of SweepBank Debit Card for payments for any valid reason, in particular if there are not enough funds in the SweepBank Current Account to meet such payment transaction (and SweepBank is not obliged to consider whether any funds are available in any other SweepBank Account/s held by you), if the payment transaction is in breach of any of these Terms and Conditions, or if the SweepBank Debit Card or the SweepBank Account has been or is likely to be abused or if there is any other valid reason (e.g. including the security of your SweepBank Debit Card, the suspicion of unauthorised or fraudulent use of the SweepBank Debit Card or a breach or a possible breach by you of the Terms and Conditions) for doing so. This would include SweepBank's right to restrict the usage of the SweepBank Debit Card in some countries and for some payment transactions in accordance its compliance rules. You have the duty to verify with SweepBank time by time which restriction may apply.

4.5 Where a merchant has sought authorisation from SweepBank, the amount authorised will reduce the balance available on the SweepBank Current Account.

4.6 If you make a cash withdrawal with the SweepBank Debit Card at ATMS in foreign currency or make use of the SweepBank Debit Card for payments in foreign currency, the amounts will be converted into Euro at the rates of exchange applicable at the time the payment transactions are cleared by MasterCard and you shall be liable for all charges. Any change to the reference exchange rate will take effect immediately and without prior notification to you. The applicable exchange rates are published on the Website.

4.7 Cash withdrawals with the SweepBank Debit Card at ATMs at any other bank or ATM network may be subject to a fee, as per the other bank's specific tariff of charges. SweepBank has no control or discretion over charges or fees imposed by other banks or ATM network operators.

4.8 If you would like to be able to give SweepBank instructions regarding the SweepBank Accounts over the telephone SweepBank will ask you a number of questions based on information known to SweepBank about you and/or

your payment transactions on the SweepBank Accounts before accepting your instructions. SweepBank may ask other questions to enable it to identify you.

4.9 In the event that you do not realize payment of any fees and charges as agreed, or if you are in default, or in the event of any transaction being in breach of these Terms and Conditions, SweepBank may, by giving you prior notice, debit any account held by you with SweepBank, with all or part of any amount due, interest and charges. This shall be without prejudice to SweepBank's right to terminate the Agreement as referred to below.

4.10 On the Mobile Account, you may suspend the SweepBank Debit Card and/or set-up the spending limits on payment transactions carried out through the SweepBank Debit Card. As a fraud prevention measure and/or if your SweepBank Account has been opened recently or in the event that circumstances arise which cause or may cause a breach by you of these General Terms and Conditions, the daily payment transactions and/or cash withdrawal with the SweepBank Debit Card at ATMs limits may be changed by SweepBank. Information about these limits may be obtained from SweepBank's website, your Mobile Account, or the SweepBank's Customer Care Centre.

4.11 SweepBank shall have the right to block the SweepBank Debit Card if factual reasons in connection with the security of the SweepBank Debit Card justify this, if there is suspicion of non-authorized or of fraudulent use of the SweepBank Debit Card. In this case, SweepBank will notify you of the blocking of the SweepBank Debit Card if possible before, but at the latest promptly after the block is established. SweepBank will contact you via phone, after identification and verification, or via email, to your email registered with SweepBank; or via the SweepBank App Message Centre after user authentication is completed. SweepBank shall not use a method of communication if it has a reason to believe that such method has been compromised. It is not necessary to state reasons for the block if SweepBank would breach statutory obligations thereby. SweepBank will unblock the SweepBank Debit Card or to replace it with a new SweepBank Debit Card if the reasons for the block no longer apply. You will be informed promptly of the removal of the block.

4.12 If the SweepBank Debit Card PIN is entered incorrectly three (3) times in a row, the SweepBank Debit Card will disable itself and your Personalized Security Features (including the SweepBank Debit Card PIN) can then no longer be used for mobile banking. If the SweepBank Debit Card has been permanently blocked, you must contact the SweepBank's Customer Care Centre on +493031197203, that will change his status to active again after identifying for his security purposes.

## 5. MasterCard Identity Check

5.1 This Section 5 shall apply when you authorize an online SweepBank Debit Card payment transaction with a 3D Secure Merchant through MasterCard Identity Check. In this respect, you represent that you have read and understood the provisions under this Section 5. You give, therefore, your consent to the storage, use and disclosure of your Personal Data, in accordance with the provisions under this Section 5 and the SweepBank's Privacy Policy available on the Website. **Error! Hyperlink reference not valid.** If you do not give your consent for any of the provisions set out in Section 5 and/or the SweepBank's Privacy Policy, it could affect in full or on part the services provided under Section 5.

5.2 Following the opening of your Mobile Account, your SweepBank Debit Card shall be automatically registered for authorizing online SweepBank Debit Card payment transactions with a 3D Secure Merchant through MasterCard Identity Check.

5.3 With the purpose to register the SweepBank Debit Card for use through MasterCard Identity Check, SweepBank shall collect and verify during the Application process the following your Personal Data:

- your full name;
- your residential address;
- your mobile number registered to access the Mobile Account;
- The SweepBank Debit Card number and the SweepBank Debit Card's expiry date.

The software's provider of the personal mobile device shall collect and verify your biometrics (e.g. your fingerprint) registered for access to your personal mobile device and to your Mobile account.

You must ensure the truth, accuracy and correctness of the Personal Data (including your biometrics), as listed here above.

If SweepBank has reasonable grounds to suspect that you have provided, or if you have provided, Personal Data that is not true, accurate and complete, SweepBank may terminate the business relationship with you as per the relevant provisions of Section 12 of SweepBank's General Terms and Conditions, thus implying the termination for use of your SweepBank Debit Card through MasterCard identity Check. .

Your Personal Data (except for your biometrics) shall be further processed by SweepBank during each online SweepBank Debit Card payment transaction with the exclusive purpose to validate your identity and confirm, in so far as this is possible, that you are the one using the SweepBank Debit Card. Please, refer to the SweepBank's Privacy Policy available on the Website **Error! Hyperlink reference not valid.** for further information about the processing of Personal Data.

5.4 Upon the successful completion of the automatic registration process as described under Section 5.3 above, for the proper completion of an online SweepBank Debit Card payment transaction with a 3D Secure Merchant, during the payment transaction process a new box or pop-up window shall appear on the website of the 3D Secure Merchant, asking you to insert your biometrics on the dedicated section of the SweepBank Mobile APP as provided under Section 5.3. above. In the event such initial authentication method would fail due to technical issues, you shall be asked to enter on the dedicated section of the website of the 3D Secure Merchant, the one-time-password as delivered via SMS by SweepBank on your mobile number registered to access your Mobile Account and your SweepBank Debit Card ePIN as provided according to Section 2.1. above.

If the SweepBank Debit Card ePIN and/or the one-time-password are entered incorrectly three (3) times in a row, the transaction cannot be completed and you shall be prevented to perform online SweepBank Debit Card payment transaction with a 3D Secure Merchant for the next twenty-four (24) hours.

You shall ensure that your Personal Data (including your mobile number registered to access the Mobile Account) will be constantly updated.

5.5 You shall keep the MasterCard Identity Check Data safe, without disclosing them to anyone else or allow anyone else to make use of them.

You shall not write or record the MasterCard Identity Check Data, in a way that can be understood by someone else or on any software that retains it automatically (e.g., any computer screen prompt or "Save Password" features).

You shall not transfer your access the MasterCard Identity Check Data, to any third party.

You shall refrain from:

- damaging, interfering with or disrupting the MasterCard Identity Check Data; or
- damaging, interfering with or disrupting the way the MasterCard Identity Check Data is offered as service to other customers; or
- contravening the laws and/or regulations of any country; or
- breaching any rules established by MasterCard for the operation of MasterCard Identity Check.

5.6 If you want to discontinue the use of the MasterCard Identity Check, you should contact the SweepBank's Customer CareCentre.

Any purchases made by you through the MasterCard Identity Check prior to deactivation will not be affected.

Either SweepBank or MasterCard Europe S.A. (with its registered office at Chaussée de Tervuren 198A B-1410, Waterloo, Belgium) may discontinue the use of the MasterCard Identity Check by you, either temporarily or permanently, with or without prior notice. However, in such circumstance SweepBank or MasterCard will notify you, as soon as reasonably practicable.

Finally, you understand that, due to the nature of the Internet, the use of the MasterCard Identity Check will not always be free from interruption or technical problems. Therefore, SweepBank shall not be held responsible for any claims, losses,

damages, liabilities, expenses and/or costs (including legal costs), suffered by you arising directly or indirectly from the use by you of the MasterCard Identity Check, including but not limited to:

- a. any failure or delay by MasterCard Europe S.A. in providing the MasterCard Identity Check, according to the terms of this Section 5; or
- b. any failure or delay in executing online SweepBank Debit Card payment transaction orders with a 3D Secure Merchant, according to the terms of this Schedule B, to the extent such failure or delay is due to the above interruption or technical problems or otherwise to any failure or delay by MasterCard Europe S.A. in providing the MasterCard Identity Check, according to the terms of this Section 5.

5.7 Any payment transaction instruction which has been authorised via online by you by using the MasterCard Identity Check will be treated as a valid and irrevocable instruction to SweepBank. Therefore, you shall be responsible for all instructions sent using the MasterCard Identity Check and all the provisions of this Schedule B shall find application.

5.8 All SMS sent relating to the one-time-password shall be sent to you by SweepBank through a third party provider.

If no technical default in delivering the SMS sent relating to the one-time-password is directly and exclusively attributable to SweepBank or its subcontractors, SweepBank shall not be held responsible for any claims, losses, damages, liabilities, expenses and/or costs (including legal costs), suffered by you arising directly or indirectly from any SMS sent relating to the one-time-password, including but not limited to:

- a. any missed receipt of SMS or any delay in receipt of SMS; or
- b. any disclosure (inadvertent or otherwise) of the details of an SMS to a third party or any unauthorised persons other than you; or
- c. any failure or delay in executing online SweepBank Debit Card payment transaction orders with a 3D Secure Merchant, according to the terms of this Schedule B, because of any of the events referred to under this section 5.8, letter a).

5.9 MasterCard Identity Check is a trademark of MasterCard Europe S.A and this trademark must not be displayed, altered or used without the owner's prior written permission.

## **6. Your claims for refunds, corrections and damages**

### **6.1 Refund in the event of an unauthorised card payment transaction**

In the event of an unauthorised SweepBank Debit Card payment transaction, e.g. in connection with the use of the SweepBank Debit Card at contactless POS-terminals or online, SweepBank shall have no claim against you for reimbursement of its expenses. SweepBank is obliged to reimburse you the full amount. If the amount has been debited to the account, SweepBank will restore the account to the balance it would have been in without the unauthorised card payment transaction. This obligation must be fulfilled without delay, at the latest, however, by the end of the business day following the day on which SweepBank was notified that the card payment transaction was unauthorised or SweepBank was otherwise informed. The credit value date shall be no later than the date on which the amount had been debited. If SweepBank has notified a competent authority in writing of justified reasons for suspecting fraudulent conduct on the part of the customer, SweepBank must immediately examine and fulfil its obligation under sentence 2 if the suspicion of fraud is not confirmed.

### **6.2 Claims in the event of non-execution or incorrect execution of an authorised card payment transaction**

(1) In the event that an authorised card payment transaction is not executed or is executed incorrectly, e.g. within the scope of using the SweepBank Debit Card at contactless POS-terminals or online, you may demand that SweepBank refund the transaction amount without delay and in full insofar as the card payment transaction was not executed or was incorrect. If the amount has been debited to the account, SweepBank will restore the account to the balance which it would have had if the card payment transaction had not been made or was incorrect.

(2) In addition to paragraph (1), you may demand reimbursement of the fees and interest from SweepBank to the extent that these were charged to you or debited to your account in connection with the non-execution or incorrect execution of the authorized card payment transaction.

(3) If an authorised card payment transaction was not executed or was executed incorrectly, SweepBank will, at your request, trace the card payment transaction and inform you of the result.

### 6.3 Your claims for damages

In the event of non-execution or incorrect execution of an authorised card payment transaction or in the event of an unauthorised card payment transaction, you may claim compensation from SweepBank for any loss or damage not already covered by Section 6.1 or 6.2. This shall not apply if SweepBank is not responsible for the breach of duty. SweepBank shall be liable for any fault attributable to an intermediary body in the same way as for its own fault, unless the essential cause lies with an intermediary body specified by you. If the SweepBank Debit Card is used in a country outside Germany and the European Economic Area (EEA), SweepBank's liability for the fault of a party involved in the processing of the payment transaction shall be limited to the careful selection and instruction of such party. If you have contributed to the occurrence of a loss by culpable conduct, the principles of contributory negligence shall determine the extent to which SweepBank and you shall have to bear the loss. The liability according to this paragraph is limited to 12,500 Euro per card transaction. This limit of liability in terms of amount shall not apply

- for unauthorized card payment transactions,
- in the event of intent or gross negligence on the part of SweepBank,
- for risks which SweepBank has specifically assumed, and
- for the loss of interest if the customer is a consumer.

### 6.4 Exclusion of liability and objection

(1) Claims against SweepBank pursuant to Sections 4.1 to 4.3 are excluded if you do not notify SweepBank within 13 months of the date on which the account was debited, that the card payment transaction is unauthorised, has not been made or is incorrect. The 13-month period shall only begin to run if SweepBank has notified you of the debit entry resulting from the card payment transaction in accordance with the agreed method of providing account information within one month of the debit entry at the latest; otherwise the period shall begin on the day of notification. You may also assert liability claims pursuant to Section 4.3. after expiry of the deadline in sentence 1 if you were prevented from complying with this deadline through no fault of your own.

(2) Your claims against SweepBank shall be excluded if the circumstances giving rise to a claim are due to an unusual and unforeseeable event outside SweepBank's control, the consequences of which could not have been avoided by SweepBank despite exercising all due care or were brought about by SweepBank as a result of a legal obligation.

## 7. Your liability for unauthorised card transactions

### 7.1 Your liability until the card-blocking notification

(1) If you lose your Physical SweepBank Debit Card or Virtual SweepBank Debit Card (e.g. due to the loss of your Device) or one of your authentication elements, if these are stolen or otherwise lost, or if they are misused and if this results in unauthorised card payment transactions within the scope of the use of the SweepBank Debit Card for cash withdrawals or for payment at participant merchants, you shall be liable for damages caused up to the time of the blocking notification up to a maximum amount of EUR 50. Your liability under paragraph (5) for intent and gross negligence and for acting with fraudulent intent shall remain unaffected.

(2) You shall not be liable under paragraph (1) if:

- a. it has not been possible for you to detect the loss, theft, misplacement or any other misuse of the SweepBank Debit Card or one of your authentication elements/ Security Details prior to the unauthorised card payment transaction; or
- b. the loss of the SweepBank Debit Card or one of your authentication elements has been caused by an employee, agent, branch of SweepBank or any other entity to which SweepBank's activities have been outsourced. The liability under paragraph (5) for intent and gross negligence as well as for acting with fraudulent intent remains unaffected.

(3) You shall be liable for any loss arising from unauthorised card payment transactions pursuant to paragraph (1) above, even exceeding an amount of EUR 50, if you have negligently breached the obligations under these Terms and Conditions. If SweepBank has contributed to the occurrence of the damage through a breach of its obligations, SweepBank shall be liable for the damage incurred to the extent of the contributory negligence for which it is responsible.

(4) You shall not be liable under paragraph (1) and (3), if you were unable to submit the notification in accordance with paragraph 3.1 because SweepBank had not ensured the possibility of receiving the notification and the loss occurred as a result.

(5) If unauthorized card payment transactions are made prior to the card-blocking notification pursuant to Section 7.2 a. and you have violated your duties of care under these Terms and Conditions intentionally or through gross negligence or have acted fraudulently, you shall bear the full amount of any loss incurred as a result. Gross negligence on the part of you may be deemed to have occurred in particular if

- a. the loss, theft or misuse was culpably not reported immediately to SweepBank after you became aware of it, or
- b. the unlock code or the SweepBank Debit Card ePIN has been stored electronically in an unsecured manner, or written down on your Device in an unsecured manner, or stored as a copy together with your Device, or
- c. the SweepBank Debit Card PIN has been written on the SweepBank Debit Card or kept together with the SweepBank Debit Card or stored on your Device; or
- d. the Virtual SweepBank Debit Card has not been deleted on your Device before you relinquish possession of this Device (e.g. through sale, disposal), or
- e. if any of the Security Details has been given to another person and the abuse has been caused thereby.

(6) Liability for losses caused within the period to which the transaction limit applies is limited to the transaction limit applicable to the SweepBank Debit Card.

(7) In deviation from paragraphs (1) to (5), you shall not be liable if SweepBank did not require strong customer authentication within the meaning of the Payment Services Directive 2 (EU Directive 2015/2366) from you or the payee or his payment service provider did not accept it, although SweepBank was required to provide strong customer authentication.

(8) Paragraphs (4), (6) and (7) shall not apply if you have acted fraudulently.

#### 7.2 Your liability from the time of the card-blocking notification

After notification to us, you will not be liable for any transactions carried out with your lost, stolen or misappropriated the SweepBank Debit Card. This does not however apply where you have acted fraudulently.



# Schedule B.1 – Conditions for the Use of SweepBank Debit Card through Apple Pay

## 1. Scope

The provisions of this Schedule B.1 – Conditions for the Use of SweepBank Debit Card through Apple Pay together with the provisions of Schedule B – Conditions for the SweepBank Debit Card shall apply when you register for and use of SweepBank Debit Card through Apple Pay. In this respect, you represent that you have read and understood the provisions under this Schedule B.1 and Schedule B. By proceeding with registration and starting using services that are set out in this Schedule B.1 you agree to your Personal Data processing under the provisions of this Schedule B.1 and the SweepBank's Privacy Policy available on the website in order to provide the services to you and to ensure the performance of an agreement. If you do not provide your Personal Data for the above processing, it could affect in full or on part the services provided under this Schedule B.1.

Before using the SweepBank Debit Card through Apple Pay, you must complete the registration process as described under clause 2 below.

## 2. Registration

2.1 You can proceed with the registration of your SweepBank Debit Card either on the dedicated section of the SweepBank Mobile App or on the Apple Pay App, by following the relevant instructions.

Upon completing the registration process, the terms and conditions under this Schedule B.1 – Conditions for the Use of SweepBank Debit Card through Apple Pay – shall find application, as accepted by you during the onboarding process and further amended by SweepBank. You shall be required also to accept the specific Apple Pay's terms and conditions and Apple Pay's privacy policy.

2.2 Before completing the registration process as described under clause 2.1 above, you must check that only your (i) SweepBank Debit Card PIN, (ii) SweepBank Debit Card's Security Number, and, if applicable, (iii) the MasterCard identity Check Data are linked to your SweepBank Debit Card that you want to use on the selected Device, as these details will then be used for authorizing payment transactions by using SweepBank Debit Card through Apple Pay.

## 3. Payments

3.1 Upon the successful completion of the registration process as described under clause 2 above, you shall be able to use SweepBank Debit Card through Apple Pay for the following NFC (so called "near field communication") payments:

- a) in contactless mode, at the merchant's contactless enabled point of sale terminals; and
- b) in-app or online at participating merchants.

3.2 Subject to those restrictions and limitations which might be eventually imposed by the acquiring bank, your Device Provider, or the merchant according to clause 3.5 below, as well as subject to the limitations, including specific spending limits and authorization methods, which might be eventually imposed by SweepBank according to clause 4.4. and clause 4.10 of Schedule B, you shall be deemed to have authorized the payment transaction in respect to the selected merchant's products or services:

- a. in respect to payment transaction orders processed through the merchant at the merchant's contactless-enabled point-of-sale terminal or reader, by selecting, on the dedicated section of the SweepBank Mobile App or on the Apple Pay App, the SweepBank Debit Card registered for use through Apple Pay, by placing your Device near a merchant's contactless-enabled point-of-sale terminal or reader, and by inserting, when required, the MasterCard Identity Check Data; or
- b. In respect to payment transaction orders for in-app or online purchases at participating merchants, by (i) selecting, on the dedicated section of the SweepBank Mobile App or on the Apple Pay App, the SweepBank Debit Card registered for use through Apple Pay; (ii) inserting the SweepBank Debit Card's Security Number; and, whether applicable, (iii) the MasterCard Identity Check Data.

3.3 Any payment transaction authorised by you according to any of the methods described under clause 3.2 above, will be treated as a valid and irrevocable payment transaction order to SweepBank. Therefore, you shall be responsible for such payment transaction orders and all the relevant provisions of Schedule B shall find application.

3.4 You also understands that, while authorizing payment transactions under clause 3.2 above, your Device Provider, your Wireless Carrier, SweepBank's and/or Apple's third-party providers, the merchants offering the final goods or services, and the providers of those websites where the payment transaction orders are placed may have their own terms and conditions and privacy policies, because your Device Provider, your Wireless Carrier, SweepBank's and/or Apple's third-party providers, the merchants offering the final goods or services, and the providers of those websites where the payment orders are placed shall be considered as independent controllers under GDPR while authorizing payment transactions.

Consequently, you shall be also subject to such terms and conditions and privacy policies, to the extent you have accepted them and without SweepBank assuming any liability in respect to the products and/or services offered thereof.

3.5 You finally understand that your Device Provider and/or the merchant may impose limitations or restrictions to the use of Apple Pay. In addition, your Device Provider may have minimum software and hardware requirements.

## 4. Extension of Services

4.1 You may use only your SweepBank Debit Card through Apple Pay. To this purpose, your SweepBank Debit Card must be currently valid and enabled for use.

4.2 Notwithstanding the provisions of clause 4.1 above, SweepBank reserves the right to allow the registration and use of your SweepBank Debit Card on multiple devices through Apple Pay, belonging to you if such consent is given by you. If you have given consent to the use of his SweepBank Debit Card on a device that does not belong to you, through Apple Pay, the provisions of this Schedule B.1 shall apply to such SweepBank Debit Card.

## 5. Applicable Fees

5.1 SweepBank does not currently charge any fee for the use of your SweepBank Debit Card through Apple Pay. However, the terms and conditions accepted by you according to clause 3.4 above may impose fees, limitations and restrictions (thus including, but not limited to, data usage or text messaging charges imposed on you by your Wireless Carrier), which might affect the use of your SweepBank Debit Card through Apple Pay. Thereafter, you shall be the sole responsible for such fees and agree to comply with any limitations or restrictions imposed.

## 6. Restriction, Suspension, Termination, and Changes in Services

6.1. SweepBank's rights to restrict, suspend and terminate the Services.

(1) Save for the right upon SweepBank (i) to restrict the use of your SweepBank Debit Card according to clause 4.4. of Schedule B and (ii) to suspend the use of your SweepBank Debit Card according to clause 4.11 of Schedule B, SweepBank

reserves the right to restrict or suspend the use of your SweepBank Debit Card through Apple Pay under this Schedule B.1, upon written notice.

(2) Save for: (i) the rights of SweepBank to restrict or suspend the use of your SweepBank Debit Card according respectively to clause 4.4 and clause 4.11 of Schedule B; (ii) the provisions of clause 4.12 of Schedule B ; and (ii) the termination rights granted upon SweepBank under clause 12 of the General terms and Conditions, SweepBank reserves the right to immediately restrict, suspend or terminate only the Services provided to you under this Schedule B.1, in those circumstances considered exceptional at SweepBank's sole discretion. Examples of exceptional circumstances shall include but shall not be limited to:

- a. SweepBank reasonably believes that your conduct, relating to the use of the SweepBank Debit Card through Apple Pay, is untenable because in breach with the terms and conditions under this Schedule B.1; or
- b. SweepBank reasonably suspects that you or someone else is using the SweepBank Debit Card through Apple Pay illegally or fraudulently; or
- c. you have at any point in time, including during the registration process under clause 2 above of this Schedule B.1, provided SweepBank with false information; or
- d. you have refused or ignored to provide specific information requested by the applicable law to the agreement, or failed to complete and send to SweepBank specific confirmations or declarations needed for Compliance reasons; or
- e. you have received a warning notice by SweepBank that you are in breach of any of the provisions of this Schedule B.1 or of any other of SweepBank's terms and conditions that apply to your business relationship or transactions with SweepBank and you did not provide any solution or remedy in the terms indicated by SweepBank; or
- f. SweepBank is expressly requested by relevant competent authorities to terminate the Services under this Schedule B.1; or
- g. SweepBank is not in the position to provide the Services according to this Schedule B.1 for any reason which is beyond SweepBank's control.

#### 6.2 Restriction and Suspension of the Services by the Device Provider

In addition, the Device Provider, without SweepBank being involved, reserves the right to restrict, suspend, either on a temporary or indefinite basis, the use of your SweepBank Debit Card through Apple Pay on your Device and/or to change the functionality of Apple Pay. In such circumstances, SweepBank will not assume any liability towards you for such restriction or suspension of the Services provided by SweepBank under this Schedule B.1.

#### 6.3 Enabling the use of SweepBank Debit Card through Apple Pay, after temporary restriction or suspension

(1) Save for what provided under clause 3.6 of Schedule B, once any temporary restriction or suspension is removed from your SweepBank Debit Card, you shall be thereafter allowed to continue using your SweepBank Debit Card through Apple Pay, only upon further notice.

(2) You may remove your SweepBank Debit Card from the Apple Wallet at any time either on the dedicated section of the SweepBank Mobile App or on the Apple Pay App. In these circumstances, you authorise SweepBank to continue processing any outstanding payment transaction orders made by using your SweepBank Debit Card through Apple Pay.

#### 6.4 Your rights to restrict, suspend and terminate the Services

(1) Save for the provisions of clause 4.10 of Schedule B, you shall be granted with the same rights to restrict or suspend the use of your SweepBank Debit Card only with respect to Apple Pay.

(2) Save for the termination rights granted upon you under clause 11.1 of the General Terms and Conditions and under clause 8 below of this Schedule B.1, you shall have the right to terminate only this Schedule B.1, without terminating any of the other Schedules under the Agreement.

## **7. Limitation of Liability**

7.1 You understand that the access to and the use of your SweepBank Debit Card through Apple Pay depends on Apple and on the Wireless Carriers. SweepBank does neither operate nor have control over Apple Pay or the mobile

connection services provided to you by the Wireless Carriers. Therefore, SweepBank shall not have any liability towards you for any circumstances that interrupt, prevent or otherwise affect the functioning of your SweepBank Debit Card through Apple Pay not attributable to SweepBank, such as any unavailability, limitation, system outages or interruption either of Apple Pay or of the mobile connection services provided to you by the Wireless Carriers.

7.2 You also understand that the use of SweepBank Debit Card through Apple Pay involves the electronic transmission of your Personal Data through the mobile connection services provided to you by the Wireless Carriers. Therefore, in respect to that your Personal Data used by other independent controllers - your Device Provider and the Wireless Carriers, SweepBank shall not guarantee any protection under SweepBank's Privacy Policy. Instead, the privacy policies and the security practices of your Device Provider and Wireless Carrier shall find application.

## 8. Amendments

8.1 SweepBank reserves the right to amend in full or in part at any time for any reason at SweepBank's sole discretion this Schedule B.1, without amending any of the other Schedules under the Agreement. Any amendment to this Schedule B.1 will be notified to you within the time limits and through the communication methods as set up respectively under clause 1 (3.2) and clause 1 (3.3) of the General Terms and Conditions. You shall accept the amendments in text form within two (2) months.

8.2 If you are not in agreement with the amendments proposed under clause 8.1 above to this Schedule B.1, you can only terminate this Schedule B.1, without having the right to terminate any of the other Schedules under the Agreement.

If you do not accept the amendments proposed by SweepBank, SweepBank may terminate this Schedule B.1 for good cause without observing a notice period in accordance with §§ 313, 314 of the German Civil Code (BGB), if SweepBank, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

8.3 SweepBank reserves the right to amend in full or in part at any time for any reason at SweepBank's sole discretion this Schedule B.1 along with any of the General terms and Conditions, Schedule A, B, B.2, B.3, C, D, and E. Any of such amendment will be notified to you within the time limits and through the communication methods as set up respectively under clause 1 (3.2) and clause 1 (3.3) of the General Terms and Conditions. You shall accept the amendments in text form within two (2) months.

8.4 If you are not in agreement with the amendments proposed, under clause 8.3 above, to this Schedule B.1 and to the General terms and Conditions, Schedule A, B, B.2, B.3, C, D, and E, you can exercise the termination rights as per clause 11 (3.1) of the General Terms and Conditions.

If you do not accept the amendments proposed by SweepBank, SweepBank may terminate the Agreement for good cause without observing a notice period in accordance with §§ 313, 314 of the German Civil Code (BGB), if SweepBank, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

8.5 Notwithstanding the provisions of this clauses from 8.1 to 8.4 above, the features and/or the functionality of Apple Pay may be automatically updated or upgraded by SweepBank without notice to you.

## 9. Right of Withdrawal

### Instruction of Revocation

Section 1  
Right of withdrawal

You can **revoke** your contractual declaration **within 14 days without giving reasons by means of a clear declaration**. The period begins after the conclusion of the contract and after you have received the contractual provisions, including the general terms and conditions, as well as all of the information listed below under Section 2 on a durable data medium (e.g. letter, telefax, e-mail). **The timely dispatch of the revocation suffices to comply with the revocation period** if the declaration is made on a durable data medium. The revocation is to be addressed to:

Multitude Bank p.l.c., ST Business Centre, 120 The Strand, GZR 1027 Gzira, Malta; e-mail-address: help.de@sweepbank.com.

## **Section 2 Information required for the start of the withdrawal period**

The information within the meaning of section 1 sentence 2 includes the following Information:

### **General information:**

1. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the withdrawal, including information about the amount that the consumer in the case of the revocation has to pay for the service provided, provided that he is obliged to pay compensation (underlying regulation: Section 357b of the German Civil Code);
2. the member states of the European Union, the law of which service provider is entitled to accept is based on relationships with the consumer prior to the conclusion of the contract;
3. Details regarding payment and fulfillment;
4. if applicable any costs incurred as well as a reference to possible taxes or costs that are not beyond the Payment service providers are paid or billed by them;
5. a limitation of the period of validity of the information provided, for example the validity duration of limited offers, in particular with regard to the price;
6. any specific additional costs incurred by the consumer for using the means of distance communication has to be borne if such additional costs are billed by the payment service provider;
7. the existence of a guarantee fund or other compensation schemes that are neither covered by the provisions of the Directive 2014/49 / EU of the European Parliament and of the Council of April 16, 2014 on deposit insurance systems (OJ L 173 of 6/12/2014, p. 149; L 212 of 7/18/2014, p. 47; L 309 of 10/30/2014, p. 37) Deposit guarantee schemes created under the Directive 97/9 / EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22), the investor compensation systems created fall;

### **Information on the provision of payment services:**

8. on the payment service provider
  - a) the name and the registered address of his head office, as well as all other addresses including e-mail addresses that are relevant for communication with the payment service provider;
  - b) the supervisory authorities responsible for the payment service provider and that at the Federal Financial Services regulatory registers or any other relevant public register in which the payment service provider is registered as authorized, as well as its registration number or an identical significant identifier used in this register;
9. on use of the payment service
  - a) a description of the main characteristics of the payment service to be provided;

- b) Information or customer IDs that are required for the proper initiation or execution of a Payment order;
- c) the manner of consent to initiate a payment order or to execute a Payment transaction and the revocation of a payment order (underlying regulations: §§ 675j and 675p of the German Civil Code);
- d) the time from which a payment order is deemed to have been received (underlying provision: § 675n Paragraph 1 of the German Civil Code);
- e) a time specified by the payment service provider close to the end of a business day at which a payment order from the consumer received after this point in time expires as on the following received on the business day applies (underlying provision: Section 675n Paragraph 1 Clause 3 of the German Civil code);
- f) the maximum execution time for the payment services to be provided;
- g) a reference to the possibility of setting upper limits for the use of a payment instrument (such as e.g. a payment card) (underlying regulation: § 675k paragraph 1 of the German Civil Code);

#### 10. on fees, interest and exchange rates

- a) all fees that the consumer has to pay to the payment service provider, including those depending on how and how often the requested information is to be provided;
- b) a breakdown of these charges;
- c) the underlying interest rates and exchange rates or, if reference rates are used, and -exchange rates, the method of calculating the actual interest, as well as the relevant Reference date and the index or the basis for determining the reference interest rate or exchange rate course;
- d) the immediate effect of changes in the reference interest rate or exchange rate based on are based on the agreed reference interest rates or exchange rates without prior notice of the consumer (underlying regulation: Section 675g (3) of the German Civil Code);

#### 11. on communication

- a) the means of communication, the use of which for the transmission of information and notification requirements is agreed, including the technical requirements for the equipment and software of the Consumer;
- b) Information on how and how often the information is to be provided or made accessible by the payment service provider before and during the contractual relationship, before the execution of payment transactions and for individual payment transactions;
- c) the language or languages in which or in which the contract is to be concluded and in which or in which communication is to take place for the duration of the contractual relationship;
- d) a reference to the consumer's right to request the transmission of the contractual terms and conditions as well as the pre-contractual information on the provision of payment services in paper form or on another permanent data carrier at any time during the term of the contract;

#### 12. on the protective and remedial measures

- a) a description of how the consumer will keep a payment instrument safe and how he will keep his Obligation towards the payment service provider or a body designated by the latter, the loss, theft, misuse or other unauthorized use of a payment

immediately after becoming aware of it (underlying Regulation: Section 675l Paragraph 1 Clause 2 of the German Civil Code);

b) a description of the secure procedure for informing the consumer by the payment service providers in the event of suspected or actual fraud or security risks;

c) the conditions under which the payment service provider reserves the right to use a payment instrument meant in the German Civil Code (underlying provision: § 675k Paragraph 2 of the German Civil Code);

d) Information on the liability of the consumer in the event of loss, theft, misplacement or other improper use of the payment instrument including information on the maximum amount (underlying regulation: § 675v of the German Civil Code);

e) Information on the liability of the payment service provider in the event of unauthorized payment transactions (underlying regulation: Section 675u of the German Civil Code);

f) Information on how and within what period the consumer does not authorize the payment service provider must display or incorrectly triggered or executed payment transactions (underlying Regulation: Section 676b of the German Civil Code);

g) Information about the liability of the payment service provider in the event of failure, incorrect or delayed the initiation or execution of payment transactions as well as information about its obligations on request, inquiries about the non-executed or incorrectly executed payment transaction to employ (underlying regulation: Section 675y of the German Civil Code);

h) the conditions for the consumer's right to reimbursement in the event of a payment made by or through the Authorized payment transaction initiated by the recipient (e.g. for SEPA direct debits) underlying regulation: § 675x of the German Civil Code);

### 13. on changes to the terms and conditions and termination of the payment service framework agreement

a) the agreement that the consumer's consent to a change in the terms of the contract is deemed to have been granted if the consumer does not give the payment service provider his refusal before the time has indicated on which the amended contractual conditions are to come into force (underlying Regulation: Section 675g of the German Civil Code);

b) the duration of the payment services framework agreement;

c) a reference to the consumer's right to terminate the contract;

d) if applicable, a reference to the following termination-relevant agreements:

aa) the agreement of a period of notice for the consumer's right to terminate the contract, which may not exceed one month (underlying regulation: § 675h paragraph 1 of the German Civil code),

bb) the agreement of a right of termination for the payment service provider subject to a notice period of at least two months, which assumes that the contract is concluded for an indefinite period is (underlying regulation: Section 675h (2) of the German Civil Code),

cc) the right to immediate termination of the consumer before the effective date of one of the payment service provider proposed amendment to the contract if the consumer's consent to modifications according to an agreement in the contract would be deemed to have been granted without express rejection, provided that the payment service provider informs the consumer about the consequences of his silence and the termination (underlying provision: Section 675g (2) of the German Civil Code);

14. the contractual clauses about the law applicable to the payment service framework agreement or about the competent court;

15. a reference to the complaint procedure open to the consumer due to alleged misdemeanours breaches by the payment service provider against its obligations (underlying regulations: Sections 60 to 62 of the Payment Services Supervision Act) as well as out-of-court legal issues open to consumers auxiliary proceedings (underlying provision: Section 14 of the Injunctive Action Act).

### **Section 3** **Consequences of withdrawal**

In the event of a valid revocation, **the services received by both parties are to be returned**. You shall be obliged to **pay compensation** for the value of the service provided up to the time of revocation if you were informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we shall commence performance of the consideration before the end of the revocation period. If there is an obligation to pay compensation, this may mean that you will still have to fulfil your contractual payment obligations for the period until revocation. **Your right of revocation expires** prematurely if the contract **is completely fulfilled by both parties at your express request** before you have exercised your right of revocation. **Obligations to refund payments must be fulfilled within 30 days**. The period begins for you with the dispatch of your revocation declaration, for us with its receipt.

### **Special Instructions**

Upon revocation of this contract, you shall also no longer be bound by a contract related to this contract if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

End of instruction of revocation



# Schedule B.2 – Conditions for the Use of SweepBank Debit Card through Google Pay

## 1 Scope

The provisions of this Schedule B.2 – Conditions for the Use of SweepBank Debit Card through Google Pay together with the provisions of Schedule B – Conditions for SweepBank Debit Card shall apply when you register for and use of SweepBank Debit Card through Google Pay. In this respect, you represent that you have read and understood the provisions under this Schedule B.2 and under Schedule B. By proceeding with registration and starting using services that are set out in this Schedule B.2 you agree to your Personal Data processing under the provisions of this Schedule B.2 and the SweepBank's Privacy Policy available on the website in order to provide the services to you and to ensure the performance of a contract. If you do not provide your Personal Data for the above processing, it could affect in full or on part the services provided under this Schedule B.2.

Before using the SweepBank Debit Card through Google Pay, you must complete the registration process as described under clause 2 below.

## 2 Registration

2.1 You can proceed with the registration of your SweepBank Debit Card on the SweepBank Mobile App, by following the relevant instructions.

Upon completing the registration process, the terms and conditions under this Schedule B.2 – Conditions for the Use of SweepBank Debit Card through Google Pay – shall find application as accepted by you during the onboarding process and further amended by SweepBank. You shall be required also to accept the specific Google Pay's terms and conditions and Google Pay's privacy policy.

2.2 Before completing the registration process as described under clause 2.1 above, you must check that only your (i) SweepBank Debit Card PIN, (ii) SweepBank Debit Card's Security Number, and, if applicable, (iii) the MasterCard identity Check Data are linked to your SweepBank Debit Card that you want to use on the selected Device, as these details will then be used for authorizing payment transactions by using SweepBank Debit Card through Google Pay.

## 3. Payments

3.1 Upon the successful completion of the registration process as described under clause 2 above, you shall be able to use SweepBank Debit Card through Google Pay for the following NFC (so called "near field communication") payments:

- a. in contactless mode, at the merchant's contactless enabled point of sale terminals; and
- b. in-app or online at participating merchants.

3.2 Subject to those restrictions and limitations which might be eventually imposed by the acquiring bank, your Device Provider, or the merchant according to clause 3.5 below, as well as subject to the limitations, including specific spending limits and authorization methods, which might be eventually imposed by SweepBank according to clause 4.4. and clause

4.10 of Schedule B, you shall be deemed to have authorized the payment transaction in respect to the selected merchant's products or services:

a) in respect to payment transaction orders processed through the merchant at the merchant's contactless-enabled point-of-sale terminal or reader, by selecting, on the dedicated section of the SweepBank Mobile App or on the Google Pay App, the SweepBank Debit Card registered for use through Google Pay, by placing your Device near a merchant's contactless-enabled point-of-sale terminal or reader and by inserting, when required, the MasterCard Identity Check Data

; or

b) In respect to payment transaction orders for in-app or online purchases at participating merchants, by (i) selecting, on the dedicated section of the SweepBank Mobile App or on the Google Pay App, the SweepBank Debit Card registered for use through Google Pay; (ii) inserting the SweepBank Debit Card's Security Number; and, whether applicable, (iii) the MasterCard Identity Check Data.

3.3 Any payment transaction authorized by you according to any of the methods described under clause 3.2 above, will be treated as a valid and irrevocable payment transaction order to SweepBank. Therefore, you shall be responsible for such payment transaction orders and all the relevant provisions of Schedule B shall find application.

3.4 You also understand that, while authorizing payment transactions under clause 3.2 above, your Device Provider, your Wireless Carrier, SweepBank's third-party providers, the merchants offering the final goods or services, and the providers of those websites where the payment transaction orders are placed may have their own terms and conditions and privacy policies, because your Device Provider, your Wireless Carrier, SweepBank's third-party providers, the merchants offering the final goods or services, and the providers of those websites where the payment transaction orders are placed shall be considered as independent controllers under GDPR while authorizing payment transactions.

Consequently, you shall be also subject to such terms and conditions and privacy policies, to the extent you have accepted them and without SweepBank assuming any liability in respect to the products and/or services offered thereof.

3.5 You finally understand that your Device Provider and/or the merchant may impose limitations or restrictions to the use of Google Pay. In addition, your Device Provider may have minimum software and hardware requirements.

## 4. Extension of Services

4.1 You may only use your SweepBank Debit Card through Google Pay. To this purpose, your SweepBank Debit Card must be currently valid and enabled for use.

4.2 Notwithstanding the provisions of clause 4.1 above, SweepBank reserves the right to allow the registration and use of your SweepBank Debit Card on multiple devices, belonging to you, if such consent is given by you. If you have given consent to the use of his SweepBank Debit Card on a device that does not belong to you, the provisions of this Schedule B.2 shall apply to such SweepBank Debit Card.

## 5. Applicable Fees

5.1 SweepBank does not currently charge any fee for the use of your SweepBank Debit Card through Google Pay. However, the terms and conditions accepted by you according to clause 3.4 above may impose fees, limitations and restrictions (thus including, but not limited to, data usage or text messaging charges imposed on you by your Wireless Carrier), which might affect the use of your SweepBank Debit Card through Google Pay. Thereafter, you shall be the sole responsible for such fees and agree to comply with any limitations or restrictions imposed.

## 6. Restriction, Suspension, Termination, and Changes in Services

6.1 SweepBank's rights to restrict, suspend and terminate the Services.

(1) Save for the right upon SweepBank (i) to restrict the use of your SweepBank Debit Card according to clause 4.4. of Schedule B and (ii) to suspend the use of your SweepBank Debit Card according to clause 4.11 of Schedule B, SweepBank reserves the right to restrict or suspend the use of your SweepBank Debit Card through Google Pay under this Schedule B.2, upon written notice.

(2) Save for: (i) the rights of SweepBank to restrict or suspend the use of your SweepBank Debit Card according respectively to clause 4.4 and clause 4.11 of Schedule B; (ii) the provisions of clause 4.12 of Schedule B ; and (iii) the termination rights granted upon SweepBank under clause 12 of the General Terms and Conditions, SweepBank reserves the right to immediately restrict, suspend or terminate only the Services provided to you under this Schedule B.2, in those circumstances considered exceptional at SweepBank's sole discretion. Examples of exceptional circumstances shall include but shall not be limited to:

a) SweepBank reasonably believes that your conduct, relating to the use of the SweepBank Debit Card through Google Pay, is untenable because in breach with the terms and conditions under this Schedule B.2; or

b) SweepBank reasonably suspects that you or someone else is using the SweepBank Debit Card through Google Pay illegally or fraudulently; or

c) you have at any point in time, including during the registration process under clause 2 above of this Schedule B.2, provided SweepBank with false information; or

d) you have refused or ignored to provide specific information requested by the applicable law to the agreement, or failed to complete and send to SweepBank specific confirmations or declarations needed for Compliance reasons; or

e) you have received a warning notice by SweepBank that you are in breach of any of the provisions of this Schedule B.2 or of any other of SweepBank's terms and conditions that apply to your business relationship or transactions with SweepBank and you did not provide any solution or remedy in the terms indicated by SweepBank; or

f) SweepBank is expressly requested by relevant competent authorities to terminate the Services under this Schedule B.2; or

g) SweepBank is not in the position to provide the Services according to this Schedule B.2 for any reason which is beyond SweepBank's control.

#### 6.2 Restriction and Suspension of the Services by the Device Provider

In addition, the Device Provider, without SweepBank being involved, reserves the right to restrict, suspend, either on a temporary or indefinite basis, the use of your SweepBank Debit Card through Google Pay on your Device and/or to change the functionality of Google Pay. In such circumstances, SweepBank will not assume any liability towards you for such restriction or suspension of the Services provided by SweepBank under this Schedule B.2.

#### 6.3 Enabling the use of SweepBank Debit Card through Google Pay, after temporary restriction or suspension

(1) Save for what provided under clause 3.6 of Schedule B, once any temporary restriction or suspension is removed from your SweepBank Debit Card, you shall be thereafter allowed to continue using your SweepBank Debit Card through Google Pay, only upon further notice.

(2) You may remove at any time your SweepBank Debit Card from Google Pay App. In these circumstances, you authorise SweepBank to continue processing any outstanding payment transaction orders made by using your SweepBank Debit Card through Google Pay.

#### 6.4 Your rights to restrict, suspend and terminate the Services

(1) Save for the provisions of clause 4.10 of Schedule B, you shall be granted with the same rights to restrict or suspend the use of your SweepBank Debit Card only with respect to Google Pay.

(2) Save for the termination rights granted upon you under clause 11.1 of the General Terms and Conditions and under clause 8 below of this Schedule B.2, you shall have the right to terminate only this Schedule B.2, without terminating any of the other Schedules under the Agreement.

## 7. Limitation of Liability

7.1 You understand that the access to and the use of your SweepBank Debit Card through Google Pay may also depend on the Wireless Carriers. SweepBank does neither operate nor have control over the mobile connection services provided to you by the Wireless Carriers. Therefore, SweepBank shall not have any liability towards you for any circumstances that interrupt, prevent or otherwise affect the functioning of your SweepBank Debit Card through Google Pay not attributable to SweepBank, such as any unavailability, limitation, system outages or interruption of Google Pay or the mobile connection services provided to you by the Wireless Carriers.

7.2 You also understand that the use of SweepBank Debit Card through Google Pay involves the electronic transmission of your Personal Data through the mobile connection services provided to you by the Wireless Carriers. Therefore, in respect to that your Personal Data used by other independent controllers - your Device Provider and the Wireless Carriers, SweepBank shall not guarantee any protection under SweepBank's Privacy Policy. Instead, the privacy policies and the security practices of your Device Provider and Wireless Carrier shall find application.

## 8. Amendments

8.1 SweepBank reserves the right to amend in full or in part at any time for any reason at SweepBank's sole discretion this Schedule B.2, without amending any of the other Schedules under the Agreement. Any amendment to this Schedule B.2 will be notified to you within the time limits and through the communication methods as set up respectively under clause 1 (3.2) and clause 1 (3.3) of the General Terms and Conditions. You shall accept the amendments in text form within two (2) months.

8.2 If you are not in agreement with the amendments proposed under clause 8.1 above to this Schedule B.2, you can only terminate this Schedule B.2, without having the right to terminate any of the other Schedules under the Agreement.

If you do not accept the amendments proposed by SweepBank, SweepBank may terminate this Schedule B.2 for good cause without observing a notice period in accordance with §§ 313, 314 of the German Civil Code (BGB), if SweepBank, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

8.3 SweepBank reserves the right to amend in full or in part at any time for any reason at SweepBank's sole discretion this Schedule B.2 along with any of the General terms and Conditions, Schedule A, B, B.1, C, D, and E. Any of such amendment will be notified to you within the time limits and through the communication methods as set up respectively under clause 1 (3.2) and clause 1 (3.3) of the General Terms and Conditions. You shall accept the amendments in text form within two (2) months.

8.4 If you are not in agreement with the amendments proposed, under clause 8.3 above, to this Schedule B.2 and to the General terms and Conditions, Schedule A, B, B.1, C, D, and E, you can exercise the termination rights as per clause 11 (3.1) of the General Terms and Conditions.

If you do not accept the amendments proposed by SweepBank, SweepBank may terminate the Agreement for good cause without observing a notice period in accordance with §§ 313, 314 of the German Civil Code (BGB), if SweepBank, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

8.5 Notwithstanding the provisions of this clauses from 8.1 to 8.4 above, the features and/or the functionality of Google Pay may be automatically updated or upgraded by SweepBank without notice to you.

## 9. Right of Withdrawal

**Section 1  
Right of withdrawal**

You can **revoke** your contractual declaration **within 14 days without giving reasons by means of a clear declaration**. The period begins after the conclusion of the contract and after you have received the contractual provisions, including the general terms and conditions, as well as all of the information listed below under Section 2 on a durable data medium (e.g. letter, telefax, e-mail). **The timely dispatch of the revocation suffices to comply with the revocation period** if the declaration is made on a durable data medium. The revocation is to be addressed to:

Multitude Bank p.l.c., ST Business Centre, 120 The Strand, GZR 1027 Gzira, Malta; e-mail-address: help.de@sweepbank.com.

**Section 2  
Information required for the start of the withdrawal period**

The information within the meaning of section 1 sentence 2 includes the following Information:

**General information:**

1. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the withdrawal, including information about the amount that the consumer in the case of the revocation has to pay for the service provided, provided that he is obliged to pay compensation (underlying regulation: Section 357b of the German Civil Code);
2. the member states of the European Union, the law of which service provider is entitled to accept is based on relationships with the consumer prior to the conclusion of the contract;
3. Details regarding payment and fulfillment;
4. if applicable any costs incurred as well as a reference to possible taxes or costs that are not beyond the Payment service providers are paid or billed by them;
5. a limitation of the period of validity of the information provided, for example the validity duration of limited offers, in particular with regard to the price;
6. any specific additional costs incurred by the consumer for using the means of distance communication has to be borne if such additional costs are billed by the payment service provider;
7. the existence of a guarantee fund or other compensation schemes that are neither covered by the provisions of the Directive 2014/49 / EU of the European Parliament and of the Council of April 16, 2014 on deposit insurance systems (OJ L 173 of 6/12/2014, p. 149; L 212 of 7/18/2014, p. 47; L 309 of 10/30/2014, p. 37) Deposit guarantee schemes created under the Directive 97/9 / EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22), the investor compensation systems created fall;

**Information on the provision of payment services:**

8. on the payment service provider
  - a) the name and the registered address of his head office, as well as all other addresses including e-mail addresses that are relevant for communication with the payment service provider;
  - b) the supervisory authorities responsible for the payment service provider and that at the Federal Financial Services regulatory registers or any other relevant public register in which the payment service provider is registered as authorized, as well as its registration number or an identical significant identifier used in this register;

#### 9. on use of the payment service

- a) a description of the main characteristics of the payment service to be provided;
- b) Information or customer IDs that are required for the proper initiation or execution of a Payment order;
- c) the manner of consent to initiate a payment order or to execute a Payment transaction and the revocation of a payment order (underlying regulations: §§ 675j and 675p of the German Civil Code);
- d) the time from which a payment order is deemed to have been received (underlying provision: § 675n Paragraph 1 of the German Civil Code);
- e) a time specified by the payment service provider close to the end of a business day at which a payment order from the consumer received after this point in time expires as on the following received on the business day applies (underlying provision: Section 675n Paragraph 1 Clause 3 of the German Civil code);
- f) the maximum execution time for the payment services to be provided;
- g) a reference to the possibility of setting upper limits for the use of a payment instrument (such as e.g. a payment card) (underlying regulation: § 675k paragraph 1 of the German Civil Code);

#### 10. on fees, interest and exchange rates

- a) all fees that the consumer has to pay to the payment service provider, including those depending on how and how often the requested information is to be provided;
- b) a breakdown of these charges;
- c) the underlying interest rates and exchange rates or, if reference rates are used, and -exchange rates, the method of calculating the actual interest, as well as the relevant Reference date and the index or the basis for determining the reference interest rate or exchange rate course;
- d) the immediate effect of changes in the reference interest rate or exchange rate based on are based on the agreed reference interest rates or exchange rates without prior notice of the consumer (underlying regulation: Section 675g (3) of the German Civil Code);

#### 11. on communication

- a) the means of communication, the use of which for the transmission of information and notification requirements is agreed, including the technical requirements for the equipment and software of the Consumer;
- b) Information on how and how often the information is to be provided or made accessible by the payment service provider before and during the contractual relationship, before the execution of payment transactions and for individual payment transactions;
- c) the language or languages in which or in which the contract is to be concluded and in which or in which communication is to take place for the duration of the contractual relationship;
- d) a reference to the consumer's right to request the transmission of the contractual terms and conditions as well as the pre-contractual information on the provision of payment services in paper form or on another permanent data carrier at any time during the term of the contract;

#### 12. on the protective and remedial measures

- a) a description of how the consumer will keep a payment instrument safe and how he will keep his Obligation towards the payment service provider or a body designated by the latter, the loss, theft, misuse or other unauthorized use of a payment immediately after becoming aware of it (underlying Regulation: Section 675l Paragraph 1 Clause 2 of the German Civil Code);
- b) a description of the secure procedure for informing the consumer by the payment service providers in the event of suspected or actual fraud or security risks;
- c) the conditions under which the payment service provider reserves the right to use a payment instrument meant in the German Civil Code (underlying provision: § 675k Paragraph 2 of the German Civil Code);
- d) Information on the liability of the consumer in the event of loss, theft, misplacement or other improper use of the payment instrument including information on the maximum amount (underlying regulation: § 675v of the German Civil Code);
- e) Information on the liability of the payment service provider in the event of unauthorized payment transactions (underlying regulation: Section 675u of the German Civil Code);
- f) Information on how and within what period the consumer does not authorize the payment service provider must display or incorrectly triggered or executed payment transactions (underlying Regulation: Section 676b of the German Civil Code);
- g) Information about the liability of the payment service provider in the event of failure, incorrect or delayed the initiation or execution of payment transactions as well as information about its obligations on request, inquiries about the non-executed or incorrectly executed payment transaction to employ (underlying regulation: Section 675y of the German Civil Code);
- h) the conditions for the consumer's right to reimbursement in the event of a payment made by or through the Authorized payment transaction initiated by the recipient (e.g. for SEPA direct debits) underlying regulation: § 675x of the German Civil Code);

### 13. on changes to the terms and conditions and termination of the payment service framework agreement

- a) the agreement that the consumer's consent to a change in the terms of the contract is deemed to have been granted if the consumer does not give the payment service provider his refusal before the time has indicated on which the amended contractual conditions are to come into force (underlying Regulation: Section 675g of the German Civil Code);
- b) the duration of the payment services framework agreement;
- c) a reference to the consumer's right to terminate the contract;
- d) if applicable, a reference to the following termination-relevant agreements:
  - aa) the agreement of a period of notice for the consumer's right to terminate the contract, which may not exceed one month (underlying regulation: § 675h paragraph 1 of the German Civil code),
  - bb) the agreement of a right of termination for the payment service provider subject to a notice period of at least two months, which assumes that the contract is concluded for an indefinite period is (underlying regulation: Section 675h (2) of the German Civil Code),
  - cc) the right to immediate termination of the consumer before the effective date of one of the payment service provider proposed amendment to the contract if the consumer's consent to modifications according to an agreement in the contract would be deemed to have been granted without express rejection, provided that the payment service provider informs the consumer about the consequences of his silence and the termination (underlying provision: Section 675g (2) of the German Civil Code);

14. the contractual clauses about the law applicable to the payment service framework agreement or about the competent court;

15. a reference to the complaint procedure open to the consumer due to alleged misdemeanours breaches by the payment service provider against its obligations (underlying regulations: Sections 60 to 62 of the Payment Services Supervision Act) as well as out-of-court legal issues open to consumers auxiliary proceedings (underlying provision: Section 14 of the Injunctive Action Act).

### **Section 3**

#### **Consequences of withdrawal**

In the event of a valid revocation, **the services received by both parties are to be returned**. You shall be obliged to **pay compensation** for the value of the service provided up to the time of revocation if you were informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we shall commence performance of the consideration before the end of the revocation period. If there is an obligation to pay compensation, this may mean that you will still have to fulfil your contractual payment obligations for the period until revocation. **Your right of revocation expires** prematurely if the contract is **completely fulfilled by both parties at your express request** before you have exercised your right of revocation. **Obligations to refund payments must be fulfilled within 30 days**. The period begins for you with the dispatch of your revocation declaration, for us with its receipt.

#### **Special Instructions**

Upon revocation of this contract, you shall also no longer be bound by a contract related to this contract if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

End of instruction of revocation



# Schedule C - CONDITIONS FOR PAYMENT TRANSACTIONS

The execution of your payment transactions (as part of managing the SweepBank Account on the SweepBank Mobile App) shall be subject to the following terms and conditions:

## 1 General

### 1.1 Main characteristics of a Credit Transfer, including a Standing Order

You may instruct SweepBank to remit cashless funds in favour of a payee, exclusively by means of SEPA Credit Transfer towards the payee's SEPA account.

Subject to the provisions of section 2 below, you may also instruct SweepBank to regularly remit, exclusively by means of SEPA Credit Transfers, a fixed sum of money to the same account of the payee on a certain recurring date (Standing Order).

Incoming Credit Transfers towards your SweepBank Account, either SWIFT or SEPA, shall be allowed only in Euro currency.

You can provide SweepBank with specific instructions or obtain information about your Profile and/or SweepBank Account through the SweepBank Mobile App or by calling the SweepBank's Customer Care Centre.

### 1.2 Unique identifier

When making Credit Transfers, you must use the following unique identifier of the payee:

Destination area	Currency	Unique identifier of payee
SEPA	Euro	IBAN

### 1.3 Issuance of Credit Transfer orders and authorisation

(1) You shall issue a Credit Transfer order to SweepBank per Mobile Banking through the SweepBank Mobile App, by providing SweepBank with all the information requested on the SweepBank Mobile App.

You must ensure the legibility, completeness and correctness of this information. Illegible, incomplete or incorrect information may lead to delays or misrouting of Credit Transfers, possibly resulting in loss or damage for you. Where illegible, incomplete or incorrect information is given, SweepBank may refuse to execute the Credit Transfer (see also Section 1.7).

If a Credit Transfer requires particularly prompt execution, you must notify SweepBank thereof separately.

You authorise the Credit Transfer order in the manner agreed by SweepBank (e.g. by using the Authentication Elements / Personalized Security Features). You should note that within this authorisation SweepBank shall retrieve (from its database), process, transmit and store your personal data necessary for executing the Credit Transfer.

(2) Before executing an individual Credit Transfer order, SweepBank shall indicate, at your request, the charges payable by the payer and, where applicable, a breakdown of the amounts of any charges. Only in respect to those Credit Transfers carried out in Euro within the EEA, SweepBank shall indicate, at your request, also the maximum execution time applicable to the single Credit Transfers.

(3) You have the right to make use of a Payment Initiation Service Provider in order to issue a Credit Transfer order to SweepBank.

Prior to the use of the Payment Initiation Service you give your explicit consent to SweepBank to execute a Credit Transfer through the Payment Initiation Service Provider.

(4) You have the right to make use of an Account Information Service Provider in order to enable access to consolidated information on your SweepBank Accounts.

Prior to such use you give your explicit consent to SweepBank to allow access to the Account Information Service Provider to your SweepBank Account information to the extent as approved by you .

## **1.4 Receipt of Credit Transfer orders by SweepBank**

(1) A Credit Transfer order shall become valid as soon as it is received by SweepBank. This shall also apply if the Credit Transfer order is issued via a payment initiation service provider. Receipt shall take place upon delivery of the order into SweepBank's designated receiving facilities (mobile banking server).

(2) If the point in time of receipt of a Credit Transfer order pursuant to paragraph 1, sentence 2 is not on a banking Business Day as defined in Schedule F, the Credit Transfer order shall be deemed to have been received on the following banking Business Day.

(3) If a Credit Transfer order is received after the Cut-off Time as indicated in Schedule F – Definitions, it shall be deemed, for the purpose of determining when the execution period commences, to have been received on the following Business Day.

## **1.5 Revocation of Credit Transfer orders**

(1) Once a Credit Transfer order has been received by SweepBank, you can no longer revoke it. Until then, you may revoke the Credit Transfer order by contacting the SweepBank's Customer Care Centre at +493031197203.

If you use a payment initiation service provider to initiate your Credit Transfer order, you may no longer revoke the Credit Transfer order once you have given the payment initiation service provider your consent to the initiation of the Credit Transfer.

(2) If you have set a certain date for the execution of a Credit Transfer, you may revoke the Credit Transfer order or Standing Order (see Section 1.1) up to the end of the Business Day before the agreed date. If the revocation of a Standing Order is received by SweepBank in due time, no further Credit Transfers shall be executed under this Standing Order.

(3) A Credit Transfer order may only be revoked after the points in time referred to in paragraphs 1 and 2 by agreement with SweepBank. If the relevant Credit Transfer order has already been processed, SweepBank may need to recall the funds from the beneficiary's bank or payment service provider. The agreement therefore shall only become effective if SweepBank manages to prevent execution or to recover the amount of the Credit Transfer.

(3.1) Please note that there are special provisions in this Schedule C stipulating when the instruction is deemed received.

## **1.6 Execution of Credit Transfer orders**

(1) SweepBank shall execute your Credit Transfer order if the information required for execution is provided in the required manner (see Section 1.3, paragraph 1), the Credit Transfer order is authorised by you (see Section 1.3, paragraph 1) and a sufficient credit balance in the currency of the Credit Transfer order is available or sufficient credit has been granted (conditions for execution), unless there are grounds for refusal pursuant to Section 1.7 below.

(2) SweepBank and the other payment service providers involved in the execution of a Credit Transfer order shall be entitled to execute the Credit Transfer solely on the basis of the unique identifier of the payee provided by you (see Section 1.2).

(3) SweepBank shall inform you at least once a month about the execution of Credit Transfers through the Statement, available on the Mobile Account.

(4) Credit Transfer orders shall be processed in real time. However, if SweepBank receives the Credit Transfer order after the Cut-off time or on a day which is not a Business Day the Credit Transfer order shall be considered received on the next business day. The Credit Transfer order shall be transmitted to the receiving bank by the next Business Day from when it is received. If the Credit Transfer order is in a currency of the EEA, the amount of the Credit Transfer order shall be credited to the payee's payment service provider's account at the latest by the end of the next Business Day following the point in time of receipt of the Credit Transfer order (or the requested date of execution) as specified in Section 1.4. above. Future dated Credit Transfer will be processed on the day stipulated by you. The debit value date shall be no earlier than the point in time at which the amount of the Credit Transfer is debited from SweepBank Current Account or SweepBank Savings Account. In all cases, SweepBank's responsibility for the Credit Transfer ends when the Credit Transfer order is transmitted to the receiving bank.

(5) The credit value date of an amount credited to the SweepBank Current Account or SweepBank Savings Account shall be no later than the Business Day on which the amount of the Incoming Credit Transfer is credited to the concerned SweepBank Current Account or SweepBank Savings Account. The amount of the Incoming Credit Transfer order shall be at your disposal immediately after the amount is credited to you SweepBank Account, if there is no currency conversion involving a currency which is not the currency of the EEA.

In case of an incorrectly executed Incoming Credit Transfer, the amount shall be value dated on your SweepBank Account no later than the date on which the amount would have been value dated had the transaction been correctly executed.

SweepBank reserves the right to claim refund from you and/or immediately debit from your Account without prior notice, any amount of money paid by SweepBank into your SweepBank Account in error. You shall be informed about any such debiting on SweepBank's part on the next Statement.

If the Credit Transfer is in Euro (EUR), the Credit Transfer will reach the other bank no later than one (1) Business Day after SweepBank received your Credit Transfer order.

You can ask SweepBank for details of the time the Credit Transfer will take to arrive. SweepBank shall ensure execution deadlines for any Credit Transfer order received from you, however SweepBank will not be responsible for any delay caused by the receiving bank system and/or processes.

In addition, it shall be your responsibility to verify whether the Credit Transfer is subject to any charge by the beneficiary banks, as applicable, and if necessary, to provide for same.

If the Credit Transfer orders are not applied and are returned to us, SweepBank will credit the returned funds, less SweepBank's charges, if applicable, to the account which had been debited.

(6) SweepBank shall be liable to you for the correct execution of the Credit Transfer order, unless the transaction is carried outside of the EU, in a currency which is not the currency of a member state of the EU and at least one payment service provider is located outside the EU. SweepBank shall not be liable, if SweepBank can provide evidence that:

- regarding Credit Transfers, SweepBank has transferred the funds to the payee's payment service provider subject to the execution time set forth under these Terms and Conditions;
- regarding Incoming Credit Transfers, SweepBank has duly credited the concerned SweepBank Current Account or SweepBank Savings Account.

SweepBank may not be held liable if the defective execution of the Credit Transfer is due to the communication of incorrect bank details by you.

Where SweepBank is liable under this Section 1.6, paragraph 6, unless you provide SweepBank with other specific instructions, SweepBank shall:

- in case of Credit Transfers, if you are the payer - refund to you, without undue delay, the amount of the non-executed or defective Credit Transfer, and, where applicable, restore the debited SweepBank Current Account or SweepBank Savings Account to the state in which it would have been had the defective Credit Transfer not taken place; This obligation must be fulfilled at the latest by the end of the business day following the day on which the Bank was informed that the Credit Transfer order was unauthorized. The credit value date shall be no later than the date on which the amount was debited. SweepBank will notify you of the outcome.

- in case of Incoming Credit Transfer, immediately credit the SweepBank Current Account or SweepBank Saving Account with the amount of the transaction and place the amount of the Incoming Credit Transfer order at your disposal immediately after that amount is credited to your SweepBank Account. The credit value date shall be no later than the date on which the amount would have been value dated had the Incoming Credit Transfer been correctly executed. In the case of late execution of an Incoming Credit Transfer, the credit value date for your account shall be no later than the date on which the amount would have been value dated had the Incoming Credit Transfer been correctly executed.

Where you give a Incoming Credit Transfer order as a payee, SweepBank shall be liable to you for the correct transmission of the Incoming Credit Transfer order within the agreed execution times. In case of failure to transmit the order as agreed, SweepBank shall immediately re-transmit the Incoming Credit Transfer order in question to the payment service provider of the payer. The amount shall be value dated no later than the date on which the amount would have been value dated had the Incoming Credit Transfer been correctly executed. In such a case, SweepBank shall make immediate efforts to trace the Credit Transfer order and notify you thereof, even if SweepBank is not liable. This shall be free of charge to you.

In case SweepBank is liable for the non-execution, defective execution or late execution of a Credit Transfer order, SweepBank shall be liable for any charges for which it is responsible and for interest, if any, to which you are subject as a consequence of SweepBank's failures.

(7) With respect to those payment transactions initiated by or through a payee:

You may request SweepBank to refund of a Credit Transfer order debited from your SweepBank Account based on an authorised Credit Transfer initiated through a payee if (a) the precise amount was not stated on the authorisation, and (b) if the amount of the Credit Transfer order exceeds the amount which you could have anticipated in line with your previous spending pattern, these Agreement and the respective circumstances of the individual case. The burden of proving the existence of such circumstances is on you. Reasons connected with any currency exchange are not to be considered if the reference exchange rate agreed between the parties was used as a basis. The credit value date shall be no later than the date on which the amount was debited.

You do not have a right to a refund if you have granted your consent to the execution of the Credit Transfer directly to SweepBank and you were informed of the coming Credit Transfer at least four (4) weeks prior to the due date by SweepBank in the agreed manner. A claim to a refund is ruled out if you do not assert it vis-à-vis SweepBank within eight (8) weeks from the time of the debit of the Credit Transfer order. SweepBank within ten (10) Business Days after receipt of a refund demand will either refund the full amount of the Credit Transfer or inform you of the reasons for the refusal to provide a refund. In case of refusal, SweepBank shall also indicate the applicable dispute resolution mechanism.

This clause 1.6.(7) shall not apply if the Credit Transfer is carried outside of the EU, in a currency which is not the currency of a member state of the EU and at least one payment service provider is located outside the EU.

## 1.7 Refusal of execution

(1) If the conditions for execution (see Section 1.6, paragraph 1) are not fulfilled, SweepBank may refuse to execute the Credit Transfer order.

SweepBank may refuse or delay to carry out an Credit Transfer order or/and an Incoming Credit Transfer order if there are reasonable grounds justifying such refusal for instance including, but without limitation where:

- there are not enough funds in your SweepBank Account to make a withdrawal or transfer of funds;
- SweepBank is bound to comply with legal/regulatory requirements;
- the Credit Transfer is not clear or if you have given SweepBank insufficient details to carry out the Credit Transfer;
- SweepBank reasonably believes that the Credit Transfer may have been given by you or someone using any of your Security Details in order to obtain funds or any other service illegally or fraudulently; or
- making the Credit Transfer would mean you exceed any daily or other limit or restriction on the Credit Transfers that can be made into or out of your SweepBank Account.

- SweepBank believes or suspects instances of fraud, money laundering or funding of terrorism or any other situation giving rise to compliance concerns;
- the execution of a Credit Transfer or Incoming Credit Transfer order is prohibited by law or violates legal regulations.

In order to assess the background of the Incoming Credit Transfer order before SweepBank decides on a rejection, blocking or credit of the Incoming Credit Transfer, SweepBank reserves the right to obtain additional information and documentation as well as corrected or supplemental Incoming Credit Transfer instructions from you and from the ordering financial institution. SweepBank shall not be liable to you for any resulting delays.

SweepBank is finally entitled to inform all parties involved in the payment transaction of the reason why the payment transaction was not credited.

In case of any compliance concerns, before SweepBank acts on a Credit Transfer order, it may also require further confirmation from you or take additional steps to verify that you authorised it. For example, SweepBank may ask you to provide more information to verify your identity.

(2) If SweepBank is clearly unable to assign a unique identifier provided by you to any payee, payment account or payee's payment service provider, it shall inform you thereof without delay and, if necessary, return the amount of the Credit Transfer.

Unless the law states otherwise, SweepBank will inform you as soon as possible, and in any case no later than the end of the Business Day following the day when the Credit Transfer order is received, in the event of a refusal or delay in carrying out a Credit Transfer order. SweepBank will inform you of the reasons for its refusal or delay to make the Credit Transfer and it shall inform you of any actions you may take to correct any factual errors which led to SweepBank's refusal or delay. SweepBank will contact you through direct communication on the message centre in your Mobile Account.

SweepBank may charge a reasonable fee for providing such information if the refusal is objectively justified.

SweepBank agrees to accept instructions given by a person who is your attorney (legal authority to act for you). In such cases SweepBank will require specific documentation to ensure that such attorney is properly identified and to ensure he/she has been properly authorised.

SweepBank cannot accept Credit Transfer orders by post or by e-mail.

## **1.8 Transmission of Credit Transfer Data**

When executing a Credit Transfer, SweepBank shall transmit the details contained in the Credit Transfer (Credit Transfer Data) to the payee's payment service provider either directly or through intermediary institutions. The payee's payment service provider may make the Credit Transfer Data, which shall also include the payer's IBAN, available to the payee in full or in part. Where cross border Credit Transfers and domestic priority Credit Transfers are involved, the Credit Transfer Data may also be forwarded to the payee's payment service provider via the Society for Worldwide Interbank Financial Telecommunications (SWIFT), based in Belgium. For system security reasons, SWIFT stores the Credit Transfer Data temporarily at its operating centres in the European Union, Switzerland and the United States.

## **1.9 Notification of Unauthorised or Incorrectly Executed Credit Transfers**

You shall inform SweepBank without delay on finding that a Credit Transfer order was unauthorised or executed incorrectly. This shall also apply in cases where a payment initiation service provider is involved.

You must take all the reasonable precautions to keep your Personalized Security Features confidential and secure according to the relevant provisions of Schedule B - Conditions for the SweepBank Debit Card – and of Schedule D – Conditions for Mobile Banking. You must read the Statements carefully when they become available through the SweepBank Mobile App. You must notify SweepBank immediately upon discovery, or even a suspicion of the unauthorised use of your Personalized Security Features and/or the mobile number registered to access your Mobile Account, or that your Device and/or Personalized Security Features have been lost, stolen, misappropriated or that it may be misused, or you suspect or there is any reason for you to suspect that your Personalized Security Features become known to another person. This shall also apply in cases where a payment initiation service provider is involved.

Notification should be made to SweepBank through the message centre available on your Mobile Account at anytime or by calling on +49 30 31197203, during the opening times as published on the Website. SweepBank will then take the necessary steps to stop the unauthorized use of Your Personalized Security Features.

## **1.10 Your claims for refunds, corrections and damages**

### **1.10.1 Refund in the case of an unauthorised Credit Transfer**

In the event of an unauthorised Credit Transfer (see Section 1.3 (1)), SweepBank shall have no claim against you for reimbursement of its expenses. SweepBank shall be obliged to refund the amount of the Credit Transfer to you and, where the amount has been debited to an account held by you, to restore that account to the position it would have been in if it had not been debited with the unauthorised Credit Transfer. This obligation must be fulfilled at the latest by the end of the business day following the day on which SweepBank was notified that the Credit transfer was unauthorised or SweepBank was otherwise informed of the unauthorised Credit Transfer. If SweepBank has notified a competent authority in writing of justified grounds for suspecting fraudulent conduct on the part of you, SweepBank must examine and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed. If the Credit Transfer was initiated via a payment initiation service provider, the obligations arising from sentences 2 to 4 shall be incumbent on SweepBank.

### **1.10.2 Claims in the event of non-execution, defective execution or delay of an authorised Credit Transfer**

(1) In the event of non-execution or defective execution of an authorised Credit Transfer, you may request SweepBank to refund the amount of the Credit Transfer without delay and in full where the Credit Transfer was not made or was defective. If the amount has been debited to your account, SweepBank shall restore the account to the status it would have had without the non-executed or incorrectly executed Credit Transfer. If a Credit Transfer is initiated by you via a payment initiation service provider, the obligations arising from sentences 1 and 2 shall apply to SweepBank. Where charges have been deducted from the amount of a Credit Transfer by SweepBank or intermediaries, SweepBank shall immediately transmit the amount deducted in favour of the payee.

(2) In addition to the provisions of paragraph 1, you may request SweepBank to refund any charges and to charge interest to the extent that such charges were invoiced to you or debited to your SweepBank account in connection with the non-execution or defective execution of the Credit Transfer.

(3) In the event of late execution of an authorised Credit Transfer, you may request SweepBank to require the payee's payment service provider to credit the payee's payment account as if the Credit Transfer had been correctly executed. The obligation under the first sentence shall also apply if the Credit Transfer is initiated by you via a payment initiation service provider. If SweepBank proves that the Credit Transfer amount was received in time by the payee's payment service provider, this obligation shall not apply.

(4) If a Credit Transfer was not executed or was executed incorrectly, SweepBank shall, at your request, trace the Credit Transfer and inform you of the result. This shall be free of charge for you.

(5) Where you give a Incoming Credit Transfer order as a payee, SweepBank shall be liable to you for the correct transmission of the Incoming Credit Transfer order within the agreed execution times. In case of failure to transmit the order as agreed, SweepBank shall immediately re-transmit the Incoming Credit Transfer order in question to the payment service provider of the payer.

### **1.10.3 Compensation for breach of duty**

(1) In the event of non-execution, defective execution or late execution of an authorised Credit Transfer or of an unauthorised Credit Transfer, you may claim compensation from SweepBank for any loss or damage not already covered by Sections 1.10.1 and 1.10.2. This shall not apply if SweepBank is not responsible for the breach of duty. SweepBank shall be liable for any fault attributable to an intermediary body in the same way as for its own fault, unless the essential cause

lies with an intermediary body specified by you. If you have contributed to the occurrence of a loss by culpable conduct, the principles of contributory negligence shall determine the extent to which SweepBank and you shall have to bear the loss.

(2) The liability according to paragraph 1 is limited to 12,500 Euro. This limit of liability in terms of amount shall not apply

- for unauthorized Credit Transfers,
- in the event of intent or gross negligence on the part of SweepBank,
- for risks which SweepBank has specifically assumed, and
- for the loss of interest if the customer is a consumer.

#### **1.10.4 Special rules for the transfer effected outside the EEA**

(1) For the Credit Transfer made outside the EEA, in derogation from the claims in Sections 1.10.2 and 1.10.3 in the event of a non-executed, defective or delayed execution of an authorised Credit Transfer, in addition to any claims for restitution claims for damages shall be limited to the following provisions:

- SweepBank is liable for its own fault. If you have contributed to the occurrence of a loss by culpable conduct, the principles of contributory negligence shall determine the extent to which SweepBank and you shall have to bear the loss.
- SweepBank shall not be liable for the fault of the intermediary bodies of the SweepBank. In such cases, SweepBank's liability shall be limited to the careful selection and instruction of the first intermediary (forwarded order).
- SweepBank's liability is limited to a maximum of EUR 12,500 per transfer. This limitation of liability shall not apply to intent or gross negligence on the part of SweepBank or to risks which SweepBank has specifically assumed.

(2) In case of an unauthorised Credit Transfer to countries outside the EEA, SweepBank shall be liable for any other damage resulting from an unauthorised Credit Transfer if it is its own fault. If you have contributed to the occurrence of a loss by culpable conduct, the principles of contributory negligence shall determine the extent to which SweepBank and you shall bear the loss.

#### **1.10.5 Exclusion of liability and objection**

(1) Any liability of SweepBank pursuant to Sections 1.10.2, 1.10.3 and 1.10.4(1) is excluded in the following cases:

- SweepBank shall provide you with evidence that the Credit Transfer amount has been received by the payee's payment service provider in good time and in full. In case of Credit Transfers to countries outside the EEA, SweepBank shall provide you with evidence that the Credit transfer amount has been duly received by the payee's payment service provider.

The Credit Transfer was executed in accordance with the incorrect unique identifier of the payee provided by you (see Section 1.2) In this case, however, you may require SweepBank to make every effort to recover the Credit Transfer amount within the limits of its possibilities. If it is not possible to recover the amount of a Credit Transfer in accordance with the second sentence, SweepBank shall, upon written request, provide you with all available information to enable you to claim against the actual recipient of the Credit Transfer a refund of the amount of the Credit Transfer. The last sentence does not apply in case of transfers to countries outside the EEA.

(2) Claims by you under Sections 1.10.1 to 1.10.4 and objections by you against SweepBank on account of non-executed or incorrectly executed Credit Transfers or unauthorised Credit Transfers shall be excluded if you have not notified SweepBank thereof within 13 months at the latest of the date on which the amount of an unauthorised or incorrectly executed Credit Transfer was debited to your account. The period shall begin to run only if SweepBank has notified you of the debit entry of the Credit Transfer in accordance with the agreed method of account information within one month of the debit entry at the latest; otherwise the period shall begin on the date of notification. You may also assert claims for damages under Section 1.10.3 or 1.10.4 after expiry of the period set out in the first sentence if you were

prevented from complying with that period through no fault of your own. Sentences 1 to 3 shall also apply if you initiate the Credit Transfer via a payment initiation service provider.

(3) Your claims are excluded if the circumstances justifying a claim

- are due to an unusual and unforeseeable event beyond SweepBank's control, the consequences of which could not have been avoided despite the exercise of all due care, or
- were brought about by SweepBank on the basis of a legal obligation.

## 2. Standing orders

Standing orders are applicable for transfers within your SweepBank Accounts.

You will have to create a payment transfer between your own accounts and set the recurrence (date when the Chosen amount will automatically be debited to your account, the frequency and end date of the Recurrence) before signing it off.

The Standing Order will be executed in the exact terms determined by you.

## 3. Transfer of funds to third parties

It shall be your responsibility to verify whether the Credit Transfer is subject to any charge by third party banks, as applicable, and if necessary to provide for same.

If the Credit Transfers are not applied and are returned to SweepBank, we will credit the returned funds, less SweepBank's charges, if applicable according to SweepBank's List of Prices and Services, to the account which had been debited.

### 3.1 SEPA Payments

SweepBank participates to the SEPA payments scheme indirectly through its EUR correspondent banks.

A SEPA Scheme is a set of rules, practices, and standards to achieve interoperability for the provision and operation of a SEPA payment instrument agreed at interbank level.



# Schedule D – CONDITIONS FOR MOBILE BANKING

## 1. Services

(1) You may carry out banking transactions on exclusive basis through the SweepBank Mobile App to the extent allowed by SweepBank). In addition, you can retrieve information from SweepBank through the SweepBank Mobile App.

(2) For the purposes of this Schedule D –Conditions for Mobile Banking, the SweepBank Current Account and the SweepBank Savings Account are uniformly referred to as the "SweepBank Account".

(3) SweepBank shall be entitled to show you the changes in its business conditions by electronic means and for retrieval. With respect to the conditions for the validity of changes, Section 1(3) of the General Terms and Conditions applies.

## 2. Prerequisites for the use of mobile banking

You are required to use the Authentication Elements / Personalized Security Features agreed with SweepBank to identify yourself to SweepBank as an authorized customer (see. Section 3) and to authorize Credit Transfer orders (see. Section 4) for banking transactions via mobile banking.

If you activate the feature that allows the use of fingerprint to log onto the SweepBank Mobile App (for compatible devices only), you must ensure and shall be responsible that only your fingerprint is registered on your Device.

## 3. Access to mobile banking

You will have access to mobile banking, if

- you have identified yourself using the Authentication Element(s) based on the Strong Customer Authentication requested by SweepBank;  
and;
- no blocking of access (see. Sections 6 and 7) has been arranged.

After granting access to mobile banking, you can use the SweepBank Mobile App.

## 4 Mobile banking orders

### 4.1 Placing orders and authorization

You must authorize mobile banking orders (e.g. Credit Transfer orders) using the agreed Authentication Elements / Personalized Security Features based upon the Strong Customer Authentication for them to become effective and send this to SweepBank via mobile banking. SweepBank will confirm receipt of the order by mobile banking. Written orders or contracts in other forms than via mobile banking will not be accepted by SweepBank.

### 4.2 Withdrawal of orders

The revocability of a mobile banking order is governed by the special conditions (See Schedule C –Conditions for Payment Transactions).

## 5. Processing of mobile banking orders by SweepBank

5.1 Mobile banking orders are processed in accordance with the conditions applicable to the respective type of order (e.g. Schedule C –Conditions for Payment Transactions) and on the business days specified in Schedule F – Definitions. If the mobile banking order is received after the Cut-Off Time or the date of receipt is not a Business Day, the order will be considered as received on the next Business Day. Processing will begin on that day. The relevant provisions of Schedule C – Conditions for Payment Transaction shall find application.

5.2 SweepBank will execute the concerned mobile banking orders if the following execution conditions are met:

- The mobile banking order must be authorized by you with the Authentication Elements / Personalized Security Features as requested by SweepBank.
- The necessary data are provided.
- In case of any pre-agreed limit, such limit is not exceeded.
- The execution requirements for the special conditions that apply for that type of order (such as sufficient funds in the account in accordance with Schedule C - Conditions for Payment Transactions) are met.

If the execution conditions under sentence 1 are met, SweepBank will carry out the mobile banking orders in accordance with the provisions of Schedule C –Conditions for Payment Transactions applicable to the respective order.

5.3 If the execution conditions are not met in accordance with Section 5.2 sentence 1, SweepBank will not execute the mobile banking order, inform you via the message centre in your Mobile Account of non-execution and – to the extent possible – explain the reasons and ways in which the errors that led to the rejection can be corrected so that mobile banking can be used. SweepBank may refuse to carry out a payment transaction as stated in Schedule C –Conditions for Payment Transactions .

5.4 Control of order data with the data displayed by SweepBank

To the extent that SweepBank displays data for you from your mobile banking order (e.g. amount, account number of the payee) on your system and/or SweepBank Mobile App to confirm an action, you are obliged to examine the data displayed before confirming the conformity of the data provided for the mobile banking order.

## 6. Your due diligence

### 6.1 Technical connection to mobile banking

You are obliged to establish the technical connection to your Mobile Account, according to the relevant instructions given by SweepBank in the Help Centre.

In order to access SweepBank Mobile App you will need an Apple (iOS 11.0 or later) or Android (Android 6.0 or later) smart phone.

### 6.2 Confidentiality and safe storage of the Authentication Elements / Personalized Security Features

(1) You must keep your Authentication Elements / Personalized Security Features secret and only use these in the context of sending an order using the mobile banking access channels shared separately by SweepBank.

The reason is that any other person who is in possession of Personalized Security Features can use the mobile banking process improperly.

(2) In particular, the following should be noted to protect the Authentication Elements / Personalized Security Features:

- The Personalized Security Features may not be stored electronically (in your system or on the Device, for example).

- When entering the Personalized Security Features, you must make sure that others cannot spy on it.
- The Personalized Security Features may not be distributed outside the mobile banking process, neither orally or in text form, not via e-mail, for example.
- The Personalized Security Features may not be stored together with the usage code for the electronic signature and with any other authentication element which might be used in conjunction with the Personalized Security Features.
- You must ensure that only your fingerprint is registered on your Device.
- You must ensure that no unauthorized persons have access to your Device and cannot use the SweepBank Mobile App. You must uninstall the SweepBank Mobile App before abandon possession of the Device.

## 6.3 Security of your system

You must follow the safety instructions of SweepBank for mobile banking available on the Help Centre, in particular the measures for protecting the hardware and software (your system) used. In particular, you must use the appropriate hardware and software that meets the current standards of safety and commercially available security precautions to protect against viruses and abuse.

## 6.4 Security and Access, Blocking request

6.4.1 SweepBank will not request any of your Security Details with the exception of those cases specified in this Terms and Conditions and related schedules. If you forget any of the personal Security Details, loses or is deprived of the Authentication Elements / Personalised Security Features or becomes aware or suspect that another person has gained knowledge of one or more of the Security Details, you must immediately call SweepBank's Customer Care Centre on +493031197203, during the opening times as published on the Website or notify to SweepBank through the message centre available at anytime on your Mobile Account and follow the instructions contained in the Help Centre of the SweepBank Mobile App.

6.4.2 If you learn of the loss or theft of the Authentication Elements / Personalized Security Features, the misuse or other unauthorized use of his Authentication Elements / Personalized Security Features, you must notify SweepBank of this immediately (blocking request). You can also submit a blocking request to SweepBank at any time via separately communicated contact details. You must contact the police immediately to have any theft or misuse investigated. You must also issue a blocking request to SweepBank, if you suspect that another person

- has acquired access to or knowledge of his Authentication Elements / Personalized Security Features; or
- used his Authentication Elements / Personalized Security Features without authorization.

6.4.3 It is your responsibility to ensure that Security Details relating to the Mobile Account are kept safe. In particular, you must:

- in the event that You have lost any of the Authentication Elements / Security Details, or if you are aware or believe that someone else knows any of the Security Details, has used the Device, the Mobile Account or any of the SweepBank Accounts or has stolen the Device or the Security Details, inform SweepBank immediately by calling SweepBank's Customer Care Centre or notify to SweepBank through the message centre available on the Mobile Account;
- review the available payment transaction summaries and inform SweepBank about any unauthorised or incorrectly executed payment transactions and orders immediately;
- not allow anyone else to use the SweepBank Accounts; and
- adhere to any security warnings or advice SweepBank provides you with, including any security announcements on the Website and/or Mobile Account.

You are responsible for all instructions and orders given between log into the Mobile Account and log off the Mobile Account.

6.4.4 SweepBank will do its utmost to prevent any unauthorised access to the Mobile Account and to make sure it is secure, including taking reasonable steps to protect the secrecy of the Security Details. SweepBank reserves the right to

immediately discontinue the use of your Security Details to access the Mobile Account, make withdrawals out of the SweepBank Account or otherwise carry out any other transactions:

- if SweepBank has reason to believe that the Mobile Account is not, or may not be, secure;
- if SweepBank has reason to believe that there could be unauthorised or fraudulent use of the Mobile Account or any Personalised Security Feature, or
- if you have informed SweepBank about any unauthorised or fraudulent use of the Mobile Account or any Personalised Security Feature.

SweepBank will state the reasons if possible beforehand, but at the latest immediately after discontinuing the use of the Security Details. The statement of reasons may be omitted if SweepBank would thereby violate legal obligations.

6.4.5. If any of SweepBank's services accessible from your Mobile Account are blocked, you may call SweepBank's Customer Care Centre or utilise the message centre to request that the blocked service be enabled for use again.

6.4.6. You are urged to call SweepBank's Customer Care Centre or contact SweepBank through the message centre immediately if you encounter any of the following issues:

- experiencing problems whilst using the SweepBank Mobile App;
- notice of any technical incident or other fault related to the access of the Mobile Account which might put the security of SweepBank's services at risk; or
- Notice of any irregularities with any third-party payment procedures on other websites or elsewhere, which may lead to the Mobile Account being used or accessed by someone without your authority .

## **7. Use barrier**

### **7.1 Lock at your request**

SweepBank will lock

- the mobile banking access and/or
- the Authentication Elements / Personalized Security Features

at your request , in particular in the case of a blocking request referred to in point 6.4.2.

### **7.2 Lock at the instigation of SweepBank**

(1) SweepBank may block mobile banking access for you if

- it has the right to terminate the Agreement for cause, or
- there are objective reasons related to the security of the Authentication Elements / Personalized Security Features, or
- there is a suspicion of unauthorized or fraudulent use of the Authentication Elements / Personalized Security Features.

(2) SweepBank will lock the account and state the reasons if possible beforehand, but at the latest immediately after the lock has been placed. The statement of reasons may be omitted if SweepBank would thereby violate legal obligations.

### **7.3 Unlocking**

SweepBank will lift a lock if the reasons for the lock no longer exist. You will be informed of this immediately.

## 7.4 Autoblocked to login to mobile banking and auto blocking of the SweepBank Debit Card

(1) You have to try to login for three (3) consecutive times through the SweepBank Mobile App. If you will provide a wrong Personalized Security Features, then you will be temporarily blocked for the next hour. You can try again after the 60 minutes have passed. If you continue to deliver wrong information to your login screen for the next 3 attempts, the Personalized Security Features will be permanently blocked. You must call SweepBank's Customer Care Centre on +493031197203 in order to restore the possibility of use of the SweepBank Mobile App.

(2) If the SweepBank Debit Card is blocked, the Personalized Security Features can then no longer be used for mobile banking. Please, refer to section 3.4 of Schedule B in order to restore the possibility of use of the SweepBank Debit Card.

## 8. Liability

### 8.1 Liability of SweepBank in the event of an unauthorized mobile banking order and in the event of non-executed, incorrectly executed or delayed executed mobile banking order

SweepBank's liability for unauthorized mobile banking orders and non-executed or incorrectly executed or delayed executed mobile banking orders is subject to the relevant terms and conditions set out in Schedule C – Conditions for Payment Transactions or Schedule B – Conditions for SweepBank Debit Card.

### 8.2 Your liability for abuse of your authentication elements

#### 8.2.1 Your liability for unauthorized payment transactions prior to the blocking request

(1) If unauthorized payment transactions prior to the blocking request are based on the use of a lost, stolen or otherwise mislaid Authentication Element or on other misuse of the Authentication Element, you shall be liable for damages caused up to the time of the blocking request up to a maximum amount of EUR 50. Your liability under paragraph (5) for intent and gross negligence and for acting with fraudulent intent shall remain unaffected..

(2) You shall not be liable under paragraph (1) if:

- a. it has not been possible for you to detect the loss, theft, misplacement or any other misuse of the Authentication Element prior to the unauthorised payment transaction; or
- b. the loss of the Authentication Element has been caused by an employee, agent, branch of SweepBank or any other entity to which SweepBank's activities have been outsourced. The liability under paragraph (5) for intent and gross negligence as well as for acting with fraudulent intent remains unaffected.

(3) You shall be liable for any loss arising from unauthorised payment transactions pursuant to paragraph (1) above, even exceeding an amount of EUR 50, if you have negligently breached the obligations under these Terms and Conditions. If SweepBank has contributed to the occurrence of the damage through a breach of its obligations, SweepBank shall be liable for the damage incurred to the extent of the contributory negligence for which it is responsible.

(4) You shall not be liable under paragraph (1) and (3), if you were unable to submit the blocking request in accordance with paragraph 6.4 because SweepBank had not ensured the possibility of receiving the blocking request and the loss occurred as a result.

(5) If unauthorized payment transactions are made prior to the blocking request pursuant to Section 7.2 a. and you have violated your duties of care under these Terms and Conditions intentionally or through gross negligence or have acted fraudulently, you shall bear the full amount of any loss incurred as a result. Gross negligence on the part of you may be deemed to have occurred in particular if

- a. the loss, theft or misuse was culpably not reported immediately to SweepBank after you became aware of it, or

- b. the Authentication Element has been stored electronically in an unsecured manner, or save in your system (cf. Section 6.2 (2)) or otherwise violated your duties according to Section 6.2; or
- c. the Authentication Element has been forward outside the mobile banking process, for example via e-mail (cf. Section 6.2 (2)), or
- d. if any of the Authentication Element has been given to another person and the abuse has been caused thereby.

(6) Liability for losses caused within the period to which the payment transaction limit applies is limited to the payment transaction limit applicable to the mobile banking orders.

(7) In deviation from paragraphs (1) to (5), you shall not be liable if SweepBank did not require strong customer authentication within the meaning of the Payment Services Directive 2 (EU Directive 2015/2366) from you or the payee or his payment service provider did not accept it, although SweepBank was required to provide strong customer authentication.

(8) Paragraphs (4), (6) and (7) shall not apply if you have acted fraudulently..

#### 8.2.2 Your liability from the blocking request onwards

As soon as SweepBank has received a blocking request from you, it will bear all losses incurred thereafter due to unauthorised mobile banking transactions. This does not apply if you have acted fraudulently.

#### 8.2.3 Disclaimer

Liability claims shall be excluded if the circumstances that justify a claim are based on an unusual and unforeseeable event to which the party referring to this event has no influence over and its consequences could not have been avoided, despite taking the necessary care.

## 9. Push Notifications

You have the option of push notifications sent to his device. You can change the receipt of push notifications at any time in the SweepBank Mobile App settings or in the settings of his device. The specific way of displaying such push notifications depends on the individual device settings.

# Schedule F – DEFINITIONS

In these terms and conditions, the words in bold below have the following meanings:

**Account Information Service Provider:** a payment service provider offering an Account Information Service.

**Account Information Service:** an online service rendered by Account Information Service Provider to provide consolidated information on Accounts, at your request.

**Agreement:** means the terms and conditions contained in this document and its Schedules, as may be amended from time to time.

**Apple:** the corporation named "Apple Inc.". having its registered office at 1 Infinite Loop, Cupertino, California 95014 USA.

**Apple Pay:** the cashless payment solution services offered by Apple to you.

**Apple Pay App:** the software that you can install on Your Device through which you can access Apple Pay.

**Apple Wallet:** the electronic wallet services offered by Apple.

**Applicable Fees:** the interest, fees and other charges payable by you according to the List of Prices and Services .

**Application:** the form you need to complete in order to open your SweepBank Account. This can be completed only through the SweepBank Mobile App, the Website or through the manual onboarding process established by SweepBank. ;

**Authentication Elements:** Elements of knowledge, possession and inherence used to authenticate you, e.g. to access information and to authorise orders: Personalized Security Features / Security Details as well as your Device.

**Business Day:** any day other than Saturdays, Sundays, or international bank holidays or public or national holidays in Malta applicable for settlement currencies based on your location.

**Cash deposit:** You pay in cash at the service counter or telling machine of SweepBank, which the account provider credits to the customer's account.

**Cash Withdrawal:** You take cash out of your SweepBank Account.

**Cash withdrawal with the Debit Card at ATMs:** You withdraw cash in euro from your SweepBank Account using a debit card at an ATM within the EEA States.

**Cash withdrawal with the Debit Card at ATMs in foreign currency:** You withdraw cash from your SweepBank Account with your SweepBank Debit Card in foreign currency (not in euro) at foreign ATMs.

**Cardholder:** the Customer who has been issued with a Debit Card by SweepBank.

**Credit Transfer:** SweepBank transfers money, on your instruction, from your SweepBank Account to another account.

**Currency:** the currencies of the SweepBank Current Account opened for you by SweepBank upon the successful completion of the on-boarding process.

**Cut-off Time:** such time at the end of a Business Day when SweepBank's systems, whether in whole or in part, are shut down for updating purposes. The Cut-off Time is set at 15.00 CET.

**3D Secure Merchant:** any person who owns, manages or operates the merchant establishment through a website, who is subscribed to “MasterCard Identity Check”, and who accepts online payment transactions for products and/or services purchased through the Merchant's website.

**Deposit:** to transfer funds into the SweepBank Account(s).

**Device:** the mobile phone on which (i) You downloaded the SweepBank Mobile App; (ii) You have access to your Mobile Account; and/or (iii) You have registered and use through Apple Pay or Google Pay (if applicable): (a) Your SweepBank Debit Card, or, to the applicable extent, or (b) any other debit card issued in your name.

**Device Provider:** the official manufacturing company of Your Device, whose brand/logo appears on Your Device.

**Direct Debit:** SweepBank makes regular transfers, on your instruction, of a fixed amount of money from Your SweepBank Sccount to another account.

**Direct Marketing:** form of advertising in which SweepBank provides marketing materials to consumers to communicate information about a product or service.

**EEA:** The countries within the EU, together with Liechtenstein, Norway and Iceland.

**Evidence of your identity:** a clear and legible copy of a valid, unexpired, government-issued document containing photographic evidence of identity, specifically either your:

- national identity card (copy of front and back) or local equivalent, and/or
- passport (copy of photo and details).

**General Terms and Conditions:** The terms regulating the business relationship between you and SweepBank.

**Help Centre:** means the document issued by SweepBank and available to you on Website in question and answer format, that introduces customers to SweepBank service or answers common questions.

**Identification Documents:** documents which SweepBank can rely on as evidence of your identity and/or permanent residential address, access to which can be required as part of your account opening documentation or at any stage of the business relationship with SweepBank;

**Incoming Credit Transfer:** You receive the amount of a payment credited to your SweepBank Sccount, that was not paid in by you over the counter or using a teller machine operated by SweepBank.

**List of Prices and Services:** means SweepBank's list of due charges and applicable interests from time to time relating to your use of the Service.

**Maintaining the account:** SweepBank operates the SweepBank Account for your use

**MasterCard Identity Check:** Mastercard® Identity Check™ is a payment method for strong customer authentication for Internet payments provided by Mastercard Europe S.A., which should be used whenever the merchant requires this authentication method. It provides a suite of security technology solutions that use EMV 3DS2 authentication standards based upon two (2) alternative authentication methods: (1) the biometric authentication as principal method of authentication, and (2) the one-time-password provided according to section 5.4. of Schedule B along with the Card ePIN as secondary method of authentication in case of failure of the principal method of authentication.

**MasterCard Identity Check Data:** your data as better described and referred to under numbers (1) and (2) of the definition of “MasterCard Identity Check” above.

**Mobile Account:** the secure area within the SweepBank Mobile App, which gives you access to your Profile and the different services offered by SweepBank.

**NFC:** Near Field Communication technology that allows contactless data transfer between two NFC enabled devices to make contactless payments.



**Opening Deposit:** the first payment you make into the SweepBank Current Account(s).

**Opening Hours:** SweepBank's Customer Care Centre is currently open twenty-four hours a day, seven days a week.

Opening Hours may change from time to time as notified on SweepBank's Website.

**Payment Initiation Service Provider:** a payment service provider pursuing business activities of Payment Initiation Services.

**Payment Initiation Service:** a service rendered by Payment Initiation Service Provider to initiate a payment order at your request with respect to SweepBank Accounts.

**Personal Data:** your personal data as defined under SweepBank's Privacy Policy.

**PIN code:** the four-digit sequence of numbers used as a secret key for accessing your Mobile Account, when used in conjunction with your User ID.

**Politically Exposed Person-** a natural person who is or has been entrusted with a prominent public function (including government senior official, head of state administrative unit (municipality), head of government, minister (deputy minister or deputy minister), state secretary or other high level official in the government or state administrative unit (municipality), parliament member, (board) member of management of political party, judge at the constitutional court, supreme court or other level court (member of court institution), council or board member of higher audit institution, council or board member of the central bank, ambassador, authorised clerk, highest ranking officer in armed forces, council or board member of state joint stock company, head of international organisation (director, deputy director) and board member or a person taking a similar position in the same organisation), and includes such individual's family members (including a spouse, spousal equivalent, child, the child of a spouse or a spousal equivalent, grandchildren, parents, grandparents and siblings) or persons known to be close associates of such persons, whether in business or other close relationship (including a person who is a shareholder in the same company of such person or an owner of a legal entity established in favour of such person. Persons shall be considered to fall within this definition until twelve months have passed from the cessation of the functions referred to in the first sentence of this definition);

**Profile:** your Accounts and transaction details as a SweepBank customer.

**Providing a debit card:** SweepBank provides a payment card linked to your SweepBank Account. The amount of each transaction made using the card is taken directly and in full from your SweepBank Account.

**Real time:** immediate processing.

**Security Details or Personalized Security Features:** the User ID, the PIN code, and the fingerprint agreed with SweepBank to log onto the SweepBank Mobile App in accordance with the applicable provisions of Schedule D – Conditions for Mobile Banking, the SweepBank Debit Card PIN, the SweepBank Debit Card's Security Number, and any of the MasterCard Identity Check Data.

When referred to the authorization of Credit Transfers (including the Top Up Feature), the Security Details shall include the PIN code and the fingerprint agreed with SweepBank to log onto the SweepBank Mobile App in accordance with the applicable provisions of Schedule D – Conditions for Mobile Banking

When referred to the authorization of payment transactions through the SweepBank Debit Card, the Security details shall include, the fingerprint agreed with SweepBank to log onto the SweepBank Mobile App, the SweepBank Debit Card PIN, the SweepBank Debit Card's Security Number, and any of the MasterCard Identity Check Data.

**SEPA:** The Single Euro Payments Area.

**Service:** the banking service we agree to provide to you under this Agreement from time to time.

**Standing order:** SweepBank makes regular transfers, on your instruction, of a fixed amount of money from your SweepBank Account to another account.

**Statement:** a formal record listing all the transactions on your Account for a pre-determined or selected time-period, including withdrawals, deposits, interest earned on your SweepBank Account (if applicable), deposits of a SweepBank Term

Deposit on maturity, withholding tax deductions on interest earned (if applicable) and other account activity as may be applicable.

**Statement of Fees:** a formal listing all fees paid by you for the provided Services.

**Strong Customer Authentication:** an authentication procedure to verify your identity or the legitimate use of a payment instrument or the use of a Personalized Security Feature, using two or more elements of two different categories of the categories knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is).

**SweepBank:** Multitude Bank p.l.c., a public limited company registered under the laws of Malta with number C56251, licensed as a credit institution by the Malta Financial Services Authority (<http://www.mfsa.com.mt/>), with its registered address at ST Business Centre, 120 The Strand, Gzira GZR 1027, Malta. Also referred to as the Creditor.

**SweepBank Account(s):** means any present or future online current account and/or savings account opened by SweepBank in your name Unless specified otherwise, reference to "SweepBank Account" includes both your SweepBank Current Account and SweepBank Savings Account. An account with SweepBank may only be held by an individual who is acting in his own name. Each SweepBank Account is identified by its respective IBAN and will be associated with a person in whose name a new SweepBank Account is opened.

**SweepBank Current Account:** the current account you hold with SweepBank, as set out further in the specific schedule.

**SweepBank's Customer Care Centre:** SweepBank's support service centre that can be reached through the message centre or telephone numbers on the Website or the SweepBank Mobile App, by e-mail at [help.de@sweepbank.com](mailto:help.de@sweepbank.com) and by post at Multitude Bank p.l.c., ST Business Centre, 120 The Strand, Gzira GZR 1027, Malta.

**SweepBank Debit Card:** a debit cards which may be issued by SweepBank for the duration of this business relationship.

**SweepBank Debit Card PIN:** the four-digit sequence of numbers used as a secret key for using the Card.

**SweepBank Debit Card ePIN:** the four-digit sequence of numbers used as a secret key for authorizing online Card transactions with a 3D Secure merchant through Mastercard Identity Check, according to the relevant provisions of Section 5.4. of Schedule B.

**SweepBank Debit Card's Security Number:** the security number of three (3) digits as displayed in the back side of the SweepBank Debit Card.

**SweepBank Mobile App:** the software that you can install on your own mobile device through which you can:

- Manage your SweepBank Debit Card;
- Check your balances and available funds;
- View your recent transactions;
- Transfer money between your accounts or to third parties' accounts;
- Apply for a range of services being offered by SweepBank.

**SweepBank Savings Account:** the savings account you hold with us and from which money can be withdrawn immediately, subject to SweepBank's approval.

**SweepBank Term Deposit:** the fixed term deposit which you have opened and fixed with SweepBank for a defined period as may be established by SweepBank from time to time. The SweepBank Term Deposit will be linked to a determined SweepBank Current Account.

**Top Up Feature:** The Service offered by SweepBank on Your SweepBank Current Account as better described under Section 3.2. of Schedule A – Conditions for the opening of The SweepBank Current Account and SweepBank Savings Account.

**Use of the debit card for payments in foreign currency:** You use the SweepBank Debit Card at terminals to pay for goods or services in foreign currency (not in Euro).



**User ID:** your unique verified phone number enabling you to gain access to your Mobile Account.

**Virtual SweepBank Debit Card:** your SweepBank Debit Card in virtual mode made available on the relevant section of Your SweepBank Mobile APP, to perform online payments under Section 1.5. of Schedule B – Conditions for SweepBank Card.

**We, us, our:** SweepBank, as defined above.

**Website:** the commercial Banking Website, currently (or any other URL as we may notify to you from time to time).

**Wireless Carrier:** the company providing You with the mobile phone connection to the Device.

**Withdrawal:** to transfer funds out of an SweepBank Account.

**You, your, yours:** means consumer (natural person/individual) who (i) now or hereafter is a SweepBank Account holder or has an interest therein; and (ii) now or hereafter applies and subsequently subscribes to services or products offered by SweepBank by concluding the Agreement. .

## List of Prices and Services

SweepBank access	Basic package
Maintaining the SweepBank Current Account	€0
Inactive account fee	€0
Minimum balance required	€0
<b>Deposit accounts</b>	
Printed account statement	€10
Overdrawn account / tolerated overdraft	€0
<b>Interests on accounts</b>	
SweepBank Current Account	0.15 % per annum for deposits up to €10,000 No interest is due for deposits exceeding this amount
SweepBank Savings Account	1.40 % per annum
SweepBank Term Deposit	
3 Months	2.00% per annum
6 Months	2.30% per annum
12 Months	3.00% per annum
24 Months	3.00% per annum
36 Months	3.00% per annum
<b>Payments</b>	
Credit Transfer	€0
Credit Transfer Instant	€0
<b>Card</b>	
Providing a virtual SweepBank debit card	€0
Virtual SweepBank Debit Card monthly fee	€0
Providing plastic SweepBank Debit Card	€9.90
Plastic SweepBank Debit Card monthly fee	€0
Cash withdrawal with the SweepBank Debit Card at ATMs *	First 5 per month free, then 2% + 1 €/withdrawal
<i>* Note, you may be charged a fee by the ATM operator</i>	
Replacement of lost or stolen Plastic SweepBank Debit Dard	€9.90
Transaction dispute (if determined that you are liable after losing the litigation concerning a chargeback request)	€25
<b>Limits</b>	

Daily cash withdrawal with the SweepBank Debit Card at ATMs	€1000
Daily use of the SweepBank Debit Card for payments	€5000
Daily Credit Transfer	€5000
Deposit on SweepBank Current Account	N/A
Deposit on Savings Account	€100,000
Deposit on SweepBank Term Deposit	€100,000

# Depositor information sheet

<b>Deposits with SweepBank are protected by:</b>	The Depositor Compensation Scheme, established under regulation 4 of the Depositor Compensation Scheme Regulations, 2015 <sup>(1)</sup>
<b>Limit of protection:</b>	EUR 100,000 per depositor per credit institution <sup>(2)</sup>
<b>If you have several deposits with the same credit institution:</b>	All your deposits with the same credit institution are “aggregated” and the total amount is subject to the upper limit of EUR 100,000
<b>If you have a joint account with other person(s)</b>	The limit of EUR 100,000 applies to each depositor separately <sup>(3)</sup>
<b>Reimbursement period in case of failure of a credit institution’s failure:</b>	10 working days <sup>(4)</sup>
<b>Currency of reimbursement:</b>	EUR
<b>Contact:</b>	Compensation Schemes c/o Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Brikirkara, CBD 1010, Malta; Tel (+356) 21441155 info@compensationschemes.org.mt
<b>More information</b>	<a href="http://www.compensationschemes.org.mt">www.compensationschemes.org.mt</a>
<b>Acknowledgement of receipt by the depositor</b>	

Multitude Bank p.l.c. is a public limited company, registered under the laws of Malta with number C56251, with its registered address at ST Business Centre 120, The Strand, Gzira, GZR 1027, Malta. Multitude Bank p.l.c. is licensed as a credit institution by the Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Brikirkara, CBD 1010, Malta (<http://www.mfsa.com.mt/>).

## (1) Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your deposits would in any case be repaid up to €100,000.

## (2) General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Depositor Compensation Scheme, in accordance with the regulations. This repayment covers a maximum of €100,000 per

credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

In addition to the protection described above, deposits may be protected in some cases up to a maximum of €500,000 for six months after the amount has been credited or from the moment when such deposits become legally transferable. In order to qualify for such higher protection, a deposit in excess of €100,000 must meet any one of the following additional criteria:

it comprises:

- monies deposited in preparation for the purchase of a private residential property by the depositor; or
- monies which represent the proceeds of sale of a private residential property of the depositor; or
- it comprises sums paid to the depositor in respect of:
  - a separation, divorce or dissolution of their civil union; or
  - benefits payable on retirement; or
  - a claim for compensation for unfair dismissal; or
  - a claim for compensation for redundancy; or
  - benefits payable for death or bodily injury; or
  - a claim for compensation for wrongful conviction.

More information can be obtained under [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt)

### **(3) Limit of protection for joint accounts**

In case of joint accounts, the limit of €100,000 applies to each depositor. However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of €100,000.

Reimbursement

The responsible Deposit Guarantee Scheme is the Depositor Compensation Scheme,  
c/o Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District,

Brikirkara, CBD 1010, Malta;

Tel.: +356 2144 1155;

E-mail: [info@compensationschemes.org.mt](mailto:info@compensationschemes.org.mt)

### **(4) Reimbursement**

It will repay your deposits up to €100,000 within 10 working days from 1 January 2021 until 31 December 2023; and within 7 working days from 1 January 2024 onwards.

Until 31 December 2023, where the Depositor Compensation Scheme cannot make the repayable amount(s) available within seven (7) working days, depositors shall have access to an amount, equivalent to three times the gross weekly minimum wage to cover the cost of living, within five (5) working days of a request from the depositor. The Depositor Compensation Scheme shall only grant access to such amount within five (5) working days on the basis of data provided by the credit institution. Such amount shall be deducted from the compensation which may be payable.

If you have not been repaid within these deadlines, you should make contact with the Depositor Compensation Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained from [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt).

#### Other important information

In general, all retail depositors and businesses are covered by the Depositor Compensation Scheme. Exceptions for certain deposits are stated on the website of the Depositor Compensation Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.

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