

# **Pro Membership Agreement**

The Bank (also referred to as 'Ferratum'): Multitude Bank p.l.c. License and Registration number: C 56251

**Registered Address:** ST Business Centre, 120, The Strand, Gzira, GZR 1027, Malta.

#### **Contact Information:** Email: <u>service.de@ferratumbank.com</u>

Website: <u>www.ferratum.de/kreditkarte</u> the Website)

#### **Regulator:**

Licensed as a credit institution and regulated by the Malta Financial Services Authority

Malta Financial Services Authority, Triq l-Imdina, Zone 1 Central Business District, Birkirkara CBD 1010, Malta

You, the Customer, are identified in the Ferratum Credit Agreement (the "**Credit Agreement**"). This Pro Membership Agreement (the "**Pro Membership Agreement**"), together with Bank's General Terms and Conditions (the "**GTCs**"), the Card Agreement, the Credit Agreement, and the List of Prices and Services, governs your access to additional services (the "**Services**"). These optional Services are available to Pro Customers who hold both a Credit Agreement and a Card Agreement, for a fixed monthly or annual fee (the "**Pro Membership Fee**"). Signing the Pro Membership Agreement is voluntary and not required to obtain Credit or a Ferratum Mastercard.

However, it can only be signed if both the Credit Agreement and the Card Agreement are active. If either is revoked, the Pro Membership Agreement ends automatically. Revocation of the Pro Membership Agreement does not affect the validity of the Credit Agreement or the Card Agreement.

### 1. Key Information

1.1	Main characteristics of the Services:	Pro Membership Additional Services: <b>1) Higher Transaction Limits:</b> As long as your Pro Membership is active, you can spend more each day with your Ferratum Mastercard. The new daily limits are:		
		Daily purchases on payment terminals (POS) limit	€ 3,000	
		Daily internet purchases (ECOM) limit	€ 3,000	
		<b>2) Access to ATM Withdrawals and Cash Advances:</b> With Pro Membership, you can access funds directly through ATM withdrawals and by obtaining cash advances. The daily limits for these services are:		
		Daily ATM limit <sup>1</sup>	€ 500	
		Daily cash advance to account limit	€ 1,000	

		Important Notes:	
		• These increased limits depend on the total credit limit you have under your Credit Agreement.	
		• To use these services with your Ferratum Mastercard, you need to follow the rules in the General Terms and Conditions (GTCs) and your Credit Agreement.	
		• If you want to enjoy all the benefits of Pro Membership, you might need to get a physical Ferratum Mastercard. Check the List of Prices and Services for the cost of getting this card. The use of the physical card is also covered by your Card Agreement.	
1.2	Identifying information of Ferratum:	Multitude Bank p.l.c. License and Registration number: C 56251	
		Licensed as a credit institution and regulated by the Malta Financial Services Authority:	
		Malta Financial Services Authority, Triq l-Imdina, Zone 1 Central Business District, Birkirkara CBD 1010, Malta.	
		It conducts cross-border activities in Germany from its registered office in Malta as a credit institution. This is based on a notification from the Malta Financial Services Authority to the Bundesanstalt für Finanzdienstleistungsaufsicht (Bafin).	
1.3	Contact information of Ferratum:	<b>Registered Address</b> ST Business Centre, 120, The Strand, Gzira, GZR 1027, Malta.	
		<b>Contact Information</b> Email address: <u>service.de@ferratumbank.com</u> Website: www.ferratum.de/kreditkarte	
		If there are any updates to the contact details, they will be posted on the Website or the Ferratum Mobile App.	
1.4	Total fees you will pay for the Services	To use the services, you need to pay a Pro Membership fee, which you can find in the List of Services and Prices. There may be fees for additional services you use, also listed there. Sometimes, for special offers, we might remove these fees for a short time. To get these offers, you need to meet certain conditions.	
1.5	Method and date of payment:	Your Pro Membership Fee and any other fees for services used will be shown on your Credit Account and Monthly Statement. These fees are part of the Minimum Payment Amount you need to make, as described in the Credit Agreement.	
		We can accept partial payments towards what you owe without giving up our right to the full amount, even if you mark the payment as complete.	
		You can pay off what you owe in the same way outlined in the Credit Agreement.	
1.6	How you may access the Services:	You can start using the Services as soon as you complete the Pro Membership Agreement. This Pro Membership Agreement is final once we email you to confirm that we have accepted your application.	
		To sign up for the Pro Membership, visit our website or use the Ferratum Mobile App. Here, you'll need to choose the Ferratum Mastercard option and agree to the General Terms and Conditions (GTCs). You also need to sign the Credit Agreement with an electronic signature and agree to the Pro Membership terms. Make sure to read and understand all the terms and conditions before agreeing to them. You can ask us to send you electronic copies of these	

1.13	Out-of-court complaint and redress procedures and how you may access these procedures:	See the <b>Clause 14</b> of the <b>Bank's General Terms and Conditions</b> .
		Ending this agreement does not remove your responsibility to pay for the Pro Membership until the notice period ends, as well as any fees for Services you used during that time. If you end the GTCs, it will also end this Pro Membership Agreement. However, ending this Pro Membership does not affect the GTCs or your Credit Agreement and their conditions.
1.12	Minimum duration of your obligations under the Pro Membership Agreement:	This Pro Membership Agreement lasts for either one year or one month, depending on what you choose when you sign up. It will renew automatically for the same period unless you tell us before it ends that you do not want to renew. The shortest time you can have this agreement is one month. If you chose an annual subscription, you can end it by notifying us one month before you want to stop. If you do this, we'll adjust the annual Pro Membership fee to only cover the time until this agreement ends. This agreement will also end automatically if your General Terms and Conditions (GTCs) or your Credit Agreement ends.
1.9	Obligation to pay for the Services provided until the withdrawal:	Upon revocation, you will no longer be tied to by this Pro Membership Agreement. If you revoke your Card Agreement or your Credit Agreement, it will also mean a revocation from the Pro Membership Agreement. When you sign up for this Pro Membership Agreement, you can ask us to start providing the Services before the revocation period ends. If you do request an early start and then decide to revoke, you must pay for any services you received until the revocation. This means you will pay a proportional part of the Pro Membership Fee for the Services used.
1.8	How and when you may exercise the right of withdrawal:	See Schedule 1 of this Pro Membership Agreement.
1.7	Ferratum's complaint handling procedure:	See Clause 14 of the Bank's General Terms and Conditions.
		<ul> <li>documents for free before you agree, unless we decide not to enter into the Pro Membership Agreement with you.</li> <li>Before finalizing the Pro Membership Agreement, we will provide a draft for you to review. During this time and while the Pro Membership Agreement is active, we will need to confirm your identity and may ask for additional information or documents from you or others. This helps us decide whether to proceed with the agreement, ensure compliance with laws, or decide to end the Pro Membership Agreement. By agreeing to the Pro Membership, you commit to providing all requested information.</li> <li>We can end the Pro Membership immediately or refuse to provide the Services if we can't get the necessary information or documents from you, or if you don't meet our risk requirements. Any documents you provide to us will not be returned.</li> <li>We have the full right to decide whether to enter into the Pro Membership Agreement and we are not required to explain if we choose to reject your application.</li> </ul>

## 2. Other provisions

- **2.1** The Pro Membership Agreement is available in both English and German. If there's any difference between the two, the German version will be considered correct. We may also communicate with you in English.
- 2.2 This Pro Membership Agreement and your relationship with us are under German law, which includes protections for you as a consumer. You can only take legal action against us in the EU country where you live or in Malta. We can also take legal action against you in your home country. Both you and we can respond to claims in the court handling the original case.

#### Instruction of Revocation

#### Section 1

#### **Right of withdrawal**

You can revoke your contractual declaration aimed at the conclusion of the Pro Membership Agreement\_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

Email address: <a href="mailto:service.de@ferratumbank.com">service.de@ferratumbank.com</a>

#### 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 fulfilment;
- 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 the register at the Federal Financial Supervisory Authority 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 identifiers 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 referred to in this Instruction of Revocation 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 block 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 (Verlust), theft, misplacement (Abhandenkommen) 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 must notify the payment service provider of unauthorized or incorrectly initiated 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 non-initiation, incorrect or delayed the initiation or execution of payment transactions as well as information about its obligation on request to investigate the non-executed or incorrectly executed payment transaction (underlying regulation: Section 675y of the German Civil Code);

h) The conditions for the consumer's right to reimbursement in the event of an authorized payment transaction initiated by or through the payee (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) 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 breaches of the payment service provider's 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 ancillary services according to the Pro Membership Agreement 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 that the execution of the <u>ancillary services</u> begins before the end oft he 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. 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 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.

End of instruction of revocation