# PRE-CONTRACTUAL DISTANCE SELLING INFORMATION

Before applying for any kind of services offered by us you should make sure you're aware of the terms and conditions of doing so. Here you'll find the information about the Bank's services that you need to know before entering into an agreement. If you have any questions or would like further information, feel free to contact Customer Support via Ferratum Mobile App or by Email: service.de@ferratumbank.com.

#### A. General Information

# A.1General Information on the Bank

# Bank name and address

Multitude Bank p.l.c., hereinafter "the Bank" duly incorporated under the laws of Malta under registration number C 56251

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

General contact details: Telephone: or +356 203 415 33 E-mail: service.de@ferratumbank.com

Multitude Bank p.l.c. is a member of the Malta's Bankers Association: http://www.maltabankers.org/home

# Bank's authorised representative

Mr. Antti Kumpulainen, CEO of the Bank

#### Bank's main business activities

The purpose of the company is to conduct banking transactions of all kinds, including consumer loan agreements, payment services and deposit business, as well as all types of related commercial transactions

## **Competent Supervisory Authorities**

The Malta Financial Services Authority exercises supervision over Multitude Bank p.l.c.:

MFSA Malta Financial Services Authority Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010 (Internet: www.mfsa.com.mt) and in certain cases the Bank has some reporting obligations to the Deutsche Bundesbank Postfach 10 06 02 60006 Frankfurt am Main Germany (Internet: www.bundesbank.de) and Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Str 108, 53117 Bonn, and Lurgiallee 12, 60439 Frankfurt (Internet: www.bafin.de).

## **VAT** identification number

MT 28581016

# A. 2 General Information on the contract

# Offer validity

The information provided in the General Terms and Conditions, relevant Schedules and in these pre-contractual information is valid until further notice

# Information language

The prevailing language of this contractual relationship and the communication between you and the Bank during the term of the contract is German. The terms and conditions and every other document related to this Terms and Conditions are available in German and English, and the English version of these documents shall prevail in the case of any conflict between the two versions.

# **Applicable Law and Jurisdiction**

The Bank takes Malta and Maltese Law as a basis for the establishment of relations with you prior to the conclusion of the contract, but any mandatory protection granted under German consumer protection law apply.

Apart from the out of court dispute resolution referred to in the following clause, you may only bring proceedings against the Bank in the Member State of the European Union where you are domiciled or in Malta. the Bank 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.

#### **Out-of-court dispute resolution**

In case you have any complaints, you are entitled to file them directly with the Bank, 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. the Bank 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 the Bank to reply within 15 working days due to objective reasons, the Bank 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 the Bank refuses your request it shall provide reasons for such refusal. If the Bank does not provide a reply within the time period specified herein, it shall be considered that the Bank has refused your request.

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

(a) turn to the Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD 1920, Malta. Further information may be obtained through the official website: <a href="www.financialarbiter.org.mt">www.financialarbiter.org.mt</a> Telephone: 2124 9245. the Bank 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 the Bank allowing 15 working days for the Bank to reply, the reply submitted by the Bank, 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) for disputes regarding the services specified in Section 14 para. 1 Numbers 1 to 5 of the Act on Injunctive Relief for Consumer Protection and Other Violations (Gesetz über Unterlassungsklagen bei Verbraucherrechts- und anderen Verstößen: UKlaG):

Address: Dispute Resolution Office at the Deutsche Bundesbank Postfach 10 06 02, 60006 Frankfurt am Main Wilhelm-Epstein-Strasse 14, 60431 Frankfurt am Main

Internet: https://www.bundesbank.de/en/service/dispute-resolution

(c) or disputes concerning the services specified in § 14 Section 1 Numbers 6 and 7 of the UKlaG or on violations by the bank of the Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz: ZAG), Sections 675c to 676c BGB, or Article 248 of the Introductory Act to the Civil Code (EGBGB):

Address: Dispute Resolution Office at the Federal Financial Supervisory Authority (BaFin) Department ZR 3 Graurheindorfer Straße 108, 53117 Bonn

Internet: https://www.bafin.de/EN/Consumers/ComplaintsDisputeResolution/ComplainBaFin/complain\_bafin\_node.html

# Information on the specifics of distance selling

Unless otherwise agreed in a particular case, the contract is concluded electronically at the point in time that you are informed by e-mail that the Bank has accepted to enter into the Agreement. No use of the accounts is possible until the Agreement has been concluded.

# **Deposit Guarantee Fund**

According to Clause no. 13 of the "General Terms and Conditions", the Bank 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.

the Bank 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.

For further information about the Scheme (including the amounts covered and eligibility to claim) please call the Bank's Customer Support 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.

To receive compensation, you will be required to sign some statements including a subrogation in favour of the Depositor Compensation Scheme. This subrogation gives the Depositor Compensation Scheme the right to recover the amounts which the Depositor Compensation Scheme has paid you, in the event that the failed institution has any money or assets left. A subrogation will also enable the Depositor Compensation Scheme to claim back money from other persons who may be responsible for your losses.

# B. Description of the services

#### **B.1 The Current Account**

The current account is the account you can exclusively manage on the Ferratum Mobile APP (Mobile Banking) on a daily basis. The credit balance is available daily without notice.

The Current Account is an online payments account into which you can deposit funds from other banks, as well as transfer money to his/her own accounts or other accounts with the Bank or to other banks. The current account agreement covers the issue of the SweepBank Debit Card, the use of the Mobile Banking and payments and credit transfers.

You may have only one (1) Current Account.

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

The Current Account can be denominated only in EUR, upon the successful conclusion of your on-boarding process.

The Current Account yields interest in accordance with the List of Prices and Services. The currently valid interest rate can be obtained at any time from the Bank's Website, your Mobile Account or from the Bank's Customer Support Centre.

In order to access the Bank Mobile App you will need an Apple (iOS 17.0 or later) or Android (Android 8.0 or later) smart phone.

# **B. 2 The Saving Account**

The Savings Account is a mobile savings account which you can open in your name after that the Current Account opening process has been successfully completed. The Savings Account may not be used for purposes of general payment transactions. In order to be able to open a Saving Account you must have a Current Account.

A Savings Account will enable you to transfer money only from and to your Current Account.

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

The Savings Account can be denominated only in EUR.

The Saving Account yields interest in accordance with the List of Prices and Services. The currently valid interest rate can be obtained at any time from the Bank's Website, your Mobile Account or from the Bank's Customer Support Centre.

#### **B.3 The Ferratum Mastercard**

The SweepBank Debit Card shall be provided by the Bank upon the successful completion of the opening of the Current Account and conclusion of Schedule B.

The Ferratum Credit Card shall be provided by the Bank upon sucessful opening of the Current Account, conclusion of Schedule B and conclusion of the Credit Agreement with the Bank.

The SweepBank Debit Card has a validity period and your Account amount limit. The Ferratum Credit Card has a validity period and your Credit Limit amount limit. You may only use the Ferratum Mastercard to pay for goods or services, or to obtain cash, or for any other purpose that the Bank allows from time to time.

#### **B.4 Term Deposit**

The Term Deposit is an online fixed-rate and fixed-term deposit account. In order to be able to open a Term Deposit you must first have a Current Account.

The Term Deposit may not be used for purposes of general payment transactions. In order to be able to open a Term Deposit you must have a Current Account.

A Term Deposit will enable you to transfer money only from and to your Current Account.

The Bank retains the right to limit the amount of funds you can hold in your Term Deposit.

The Term Deposit can be denominated only in EUR.

The Saving Account yields interest in accordance with the List of Prices and Services. The currently valid interest rate can be obtained at any time from the Bank's Website, your Mobile Account or from the Bank's Customer Support Centre.

# C. Term of the Agreement

# Minimum term of the Agreement

The Agreement is being signed for an indefinite period of time and is not subject to any minimum term.

#### **Contractual termination rules**

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 the Bank's Customer Support Centre or by sending the Bank a message through the Customer's 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 the Bank may charge you the termination fee listed in the List of Prices and Services.

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 the Bank.

With the exception of the termination of Schedule A with regards to the 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 Savings Account and Schedules B.1 and B.2 can be terminated separately, unless the other Schedules have also been expressly terminated.

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

In addition to the termination rights specified above, if you are not in agreement with the amendments proposed to the General Terms and Conditions, and/or Schedule A with regards to the 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 the Bank 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.

The Bank may at any time, subject to a two (2) month notice period, terminate the Agreement or particular business relations, unless a term nor a diverging termination provision has been agreed.

The Bank 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 the Bank to continue the business relations, also after having given consideration to the legitimate concerns of you. 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 the Bank's decision concerning operations involving risks for the Bank (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 has 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 the Bank, the Bank may terminate the Agreement in accordance with §§ 313, 314 of the German Civil Code (BGB), if the Bank, 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 the Bank 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.

The Bank 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 the Bank to have become exceptional. Examples of these circumstances would be if:

- the Bank reasonably believes that you are no longer eligible to hold the Accounts (e.g. if the customer has a record of
  fraud, customer will not usually be allowed to have a bank account, or if the customer does not comply with the
  requirements set at point 1.5 of Schedule A Conditions for the opening of the Current Account and of the Savings
  Account"); or
- the Bank 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 the Bank'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 the Bank 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
- the Bank reasonably suspects that you or someone else are using the account illegally or fraudulently; or
- you have at any point in time provided the Bank 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 the Bank specific confirmations or declarations needed for Compliance reasons; or
- you received a warning notice by the Bank you are in breach of any of these terms and conditions or of any other of the Bank's terms and conditions that apply to your business relationship or transactions with the Bank and you did not provide any solution or remedy in the terms indicated by the Bank; or
- the Bank is expressly requested by relevant competent authorities to close your Accounts or a category of accounts including your Accounts.

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 the Bank's relationship.

#### **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 the Bank within the framework of the business relationship, the amendments may also be offered through this channel. the Bank will notify you of the changes referred above through the message centre on your

Mobile Account or by means of an email. The changes offered by the Bank shall only take effect if you accept them, if appropriate by means of the deemed consent set out below. Upon the offer of such amendments the Bank shall expressly draw your attention to this consequent approval in its offer.

Your silence shall only be deemed to be acceptance of the offer of change (deemed consent) if:

- a) the Bank's offer to amend is made in order to restore compliance between the contractual provisions and a changed legal situation because the provision of this Agreement
  - no longer corresponds to the legal situation due to a change in laws, including directly applicable Eu-ropean Union legislation, or
  - has been ruled to be void or no longer to be used by a final judicial decision, including by a court of first instance, or
  - is no longer compatible with the Bank's regulatory obligations as a result of a binding ruling by a na-tional or international authority responsible for the Bank and

b) you have not rejected the Bank's offer of change before the proposed date on which the changes take effect.

The Bank will inform you of the consequences of his silence in its amendment offer.

The fiction of consent does not apply (a) in the event of changes to this clause 1.3, or (b) in the case of changes affecting the main performance obligations of the Agreement and the fees for main services, or (c) in the case of changes in charges aimed at a payment by you in excess of the agreed remuneration for the main service, or (d) in the case of changes that amount to the conclusion of a new contract, or (e) in the event of changes that would significantly shift the previously agreed ratio of performance and consideration in favour of the the Bank.

In these cases, the Bank will make efforts to obtain your consent to the changes by other means.

If the Bank makes use of the fiction of consent, you may also terminate this Agreement affected by the amendment without notice and free of charge before the proposed date on which the changes take effect. The Bank will draw your attention to this right of termination in its change offer.

Changes to fees for banking services that are typically used by the customer on a permanent basis in the context of the business relationship (e.g. account and custody account management) will be offered to you in text form no later than two months before the proposed date of their effectiveness. If you have agreed on an electronic communication channel with the Bank as part of the business relationship (e.g. online banking), the changes can also be offered in this way. The changes offered by the Bank will only take effect if you accept them. An agreement on the modification of a fee aimed at a payment by a consumer in excess of the main service may be concluded by the Bank with the consumer only expressly

If you are not in agreement with the amendments proposed to the General Terms and Conditions, and/or Schedule A with regards to the 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 the Bank 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 the Bank shall expressly draw your attention to this right of termination.

If you do not accept the amendments proposed by the Bank, the Bank may terminate the Agreement for good cause without observing a notice period in accordance with §§ 313, 314 of the German Civil Code (BGB), if the Bank, 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 Ferratum Mastercard through Apple Pay; Schedule B.2 - Conditions for the Use of Ferratum Mastercard 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 Ferratum Mastercard or are more favourable to you than the previous rates. the Bank shall notify you of the changes to the exchange rate or reference rate at the earliest opportunity on a durable medium.

# D. Information on payments instructions

Information required for the proper execution of payment instructions

You can issue a credit transfer order to the Bank per Mobile Banking through the Ferratum Mobile App, by providing the Bank with all the information requested on the Ferratum Mobile App.

### Information on the authorization and revocation of a payment transaction

A payment transaction is only effective if you have consented to it (authorisation). You authorise the credit transfer order in the manner agreed by the Bank (e.g. by using the Authentication Elements / Personalized Security Features).

The authorization and revocability of a mobile banking contract is governed by the special conditions (Schedule C – Conditions for Payments and Credit Transfers). You may no longer revoke a credit transfer order after it has been received by the Bank. Once a credit transfer order has been received by the Bank, you can no longer revoke it. Until then, you may revoke the credit transfer order by contacting the Bank's Customer Support Centre.

If the Bank and you have agreed a certain date for the execution of a credit transfer order, you may revoke the credit transfer order or standing order up to the end of the Business Day before the agreed date.

#### **Receipt of payment instructions**

A credit transfer order becomes valid as soon as it is received by the Bank. This shall also apply if the transfer order is issued via a payment initiation service provider. Receipt shall take place upon delivery of the order into the Bank's designated receiving facilities (mobile banking server). If the point in time of receipt of a credit transfer order is not on a banking Business Day, the credit transfer order shall be deemed to have been received on the following banking Business Day. If a credit transfer order is received after the Cut-off Time, it shall be deemed, for the purpose of determining when the execution period commences, to have been received on the following Business Day.

If you and the Bank agree that the execution of the credit transfer order is to commence on a specific date or at the end of a specific period or on the day on which you have made available to the Bank the amount of money required for its execution, the agreed date is deemed to apply as the time of receipt. If the agreed date does not fall on a business day of the Bank, the business day following this is deemed to be the time of receipt.

A Business Day is any day other than Saturdays, Sundays, or international bank holidays or public or national holidays in Malta applicable for settlement currencies based on the customer's location and runs from 8am to 3pm CET and instructions received later than 3pm CET (the Cut-off Time) shall be deemed to have been received the following Business Day.

#### The maximum execution time

Credit transfer orders shall be processed in real time. However, if the Bank 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. Future dated payment instructions 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 payment transaction is debited from Current Account or Savings Account. In all cases, the Bank's responsibility for the payment transaction ends when the credit transfer order is transmitted to the receiving bank.

# The possibility of setting upper limits for the use of payment instrument

You can set-up on your Mobile Account the spending limits on payment transactions (daily limits) carried out through the Current Account via the Ferratum 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 the Bank's opinion cause or may cause a breach by you of these General Terms and Conditions, the daily transaction limits may be changed by the Bank as it is deemed appropriate in the circumstances. Information about these limits may be obtained from the Bank's website, the List of Prices and Services, your Mobile Account, or the Bank's Customer Support Centre.

#### E. Prices and Interests

#### **Prices**

The opening and management of a Current Account and a Savings Account may be subject to a fee specified in the List of Prices and Services as issued by the Bank from time to time. The fees and charges applicable to the Accounts, the Ferratum Mastercard and any other Bank;s products are those specified in the List of Prices and Services, as issued by the Bank from time to time, and which is available from the Bank's website or through the Ferratum Mobile App. The List of Prices and Services can also be obtained by you on demand through the Bank's Customer Support Centre.

Before executing an individual credit transfer order, the Bank shall indicate, at your request, the charges payable by the payer and, where applicable, a breakdown of the amounts of any charges.

If you make a cash withdrawal or a payment in a currency other than Euro, the amounts will be converted into Euro at the rates of exchange applicable at the time the transactions are cleared by MasterCard and all charges are for you. Any change to the reference exchange rate will take effect immediately and without prior notification of you. The applicable exchange rates are published on the Website.

#### Fees in business with private consumers

You can obtain information about the fees and other expenses related to the services provided by the Bank as well as the terms of provision of services in the Bank's List of Prices and Services. You bear any and all communication expenses related to entry into the contract and use of services. If you make use of a service included therein, and unless otherwise agreed between the Bank and you, the interest and charges stated in the then valid List of Prices and Services are applicable. Any agreement that concerns a payment made by you in addition to the remuneration agreed for the principal service must be expressly concluded by the Bank with the private consumer, even if such payment is stated in the List of Prices and Services. Unless otherwise agreed, the charges for any services not included in the List of Prices and Services which are provided following the instructions of the private consumer and which can, in the given circumstances, only be expected to be provided against remuneration, shall be governed by the relevant statutory provisions.

#### Interest and changes to interest rates on Accounts

The Bank pays interest on the Current Account and Savings Account at the rate indicated in the List of Prices and Services. the Bank 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 Bank's Website, your Mobile Account or from the Bank's Customer Support Centre.

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

The Bank shall pay the accrued interests on 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.

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

# Notice regarding the taxes

The Bank 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 the Bank immediately by calling the Bank Customer Support Centre or through the message centre on his Mobile Account. The Bank does not offer tax advice. For any tax related questions, you should contact the relevant competent tax authority or his tax advisor.

# F. Information on use

## Information on protective and remedial measures

You must keep the Ferratum Mastercard and 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 Card is stored and the unlock code of the Device, and Authentication Elements / Personalized Security Features from unauthorized access. If possible, you have to secure access to your Device on which the Virtual Card is stored by a secret unlock code (which is not identically with your Ferratum Mastercard PIN or Ferratum Mastercard Card ePIN) or other suitable means.

You must keep the unlock code for the Device, on which the Virtual Ferratum Mastercard 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 Ferratum Mastercard 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 Ferratum Mastercard stored thereon. The Virtual Ferratum Mastercard 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 Card is stored.

You must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the Ferratum Mastercard 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 Ferratum Mobile App. You must notify the Bank, by contacting the Bank's Customer Support Centre, 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 Ferratum Mastercard / Ferratum Mastercard 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 Ferratum Mastercard / Ferratum Mastercard 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

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

You must notify the Bank 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 suspects that your Personalized Security Features become known to another person. This shall also apply in cases where a payment initiation service provider is involved.

You shall inform the Bank of any unauthorised or erroneously executed payment transaction immediately upon discovery, but by no means later than 13 months after such transaction are debited on Current Account. Where the credit transfer 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.

Notification should be made to the Bank through the message centre available on your Mobile Account at any time, during the opening times as published on the Website. the Bank will then take the necessary steps to stop the use of the Ferratum Mastercard.

The Bank has the right to block the Ferratum Mastercard if factual reasons in connection with the security of the Ferratum Mastercard justify this, if there is suspicion of non-authorised or of fraudulent use of Ferratum Mastercard. In this case, the Bank will notify you of the blocking of the Ferratum Mastercard if possible before, but at the latest promptly after the block is established. the Bank will contact you via phone, after identification and verification, or via email, to your email registered with the Bank; or via the Ferratum App Message Centre after user authentication is completed. the Bank 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 the Bank would breach statutory obligations thereby.

The Bank 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.

The Bank 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 the Bank would thereby violate legal obligations.

#### Information on restriction on use

In cases in which consent is granted through a payment authentication instrument, you and the Bank may agree maximum amounts for the use of this payment authentication instrument. You and the Bank may agree that the Bank has the right to block a payment authentication instrument if factual reasons in connection with the security of the payment authentication instrument justify this, if there is suspicion of non-authorised or of fraudulent use of the payment authentication instrument, or in case of a payment authentication instrument granting credit, a considerably increased risk exists that you are unable to meet his obligation to pay. In this case, the Bank will notify you of the blocking of the payment authentication instrument if possible before, but at the latest promptly after the block is established. The reasons for the block are to be stated in the notification. It is not necessary to state reasons insofar as the Bank would breach statutory obligations thereby. The Bank will unblock the payment authentication instrument or to replace it with a new payment authentication instrument if the reasons for the block no longer apply. You will be informed promptly of the removal of the block.

## Information regarding liability and on conditions for refunds

If you lose your Physical Ferratum Mastercard or Virtual Ferratum Mastercard (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 transactions within the scope of the use of the Ferratum Mastercard for cash withdrawals or for payment at participant merchants or in unauthorised payment transaction, 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 for intent and gross negligence and for acting with fraudulent intent shall remain unaffected.

You shall be liable for any loss arising from unauthorised payment transactions, even exceeding an amount of EUR 50, if you have negligently breached the obligations under the Agreement. If the Bank has contributed to the occurrence of the damage through a breach of its obligations, the Bank shall be liable for the damage incurred to the extent of the contributory negligence for which it is responsible.

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

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

Liability for losses caused within the period to which the transaction limit applies is limited to the transaction limit applicable to the Ferratum Mastercard.

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

# Detailed information on your and the Bank´s Liability can be obtained in Sections 6 and 7 of Schedule B, Section 1.10 of Schedule Cand Section 8 of Schedule D.

In the event of an unauthorised credit transfer, the Bank shall have no claim against you for reimbursement of its expenses. the Bank shall be obliged to refund the amount of the 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 transfer. This obligation must be fulfilled at the latest by the end of the business day following the day on which the Bank was notified that the transfer was unauthorised or the Bank was otherwise informed of the unauthorised transfer. If the Bank has notified a competent authority in writing of justified grounds for suspecting fraudulent conduct on the part of you, the Bank must examine and fulfil its obligation without delay if the suspicion of fraud is not confirmed. If the transfer was initiated via a payment initiation service provider, the above obligations shall be incumbent on the Bank.

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

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

In addition, you may demand reimbursement of the fees and interest from the Bank 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 transaction.

If an authorised card transaction was not executed or was executed incorrectly, the Bank will, at your request, trace the card transaction and inform you of the result.

In the event of non-execution or incorrect execution of an authorised card transaction or in the event of an unauthorised card transaction, you may claim compensation from the Bank for any loss or damage not already covered above. This shall not apply if the Bank is not responsible for the breach of duty. the Bank 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 Ferratum Mastercard is used in a country outside Germany and the European Economic Area (EEA), the Bank'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 the Bank 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 transactions,
- in the event of intent or gross negligence on the part of the Bank,
- for risks which the Bank has specifically assumed, and
- for the loss of interest if the customer is a consumer.

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

In addition, you may request the Bank to refund any charges and to charge interest to the extent that such charges were invoiced to you or debited to your account in connection with the non-execution or defective execution of the credit transfer.

In the event of late execution of an authorised credit transfer, you may request the Bank 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 the Bank proves that the payment amount was received in time by the payee's payment service provider, this obligation shall not apply.

If a transfer was not executed or was executed incorrectly, the Bank shall, at your request, trace the payment transaction and inform you of the result. This shall be free of charge for you.

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

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 the Bank for any loss or damage not already covered by above Sections. This shall not apply if the Bank is not responsible for the breach of duty. the Bank 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 the Bank and you shall have to bear the loss.

The liability mention above is limited to 12,500 Euro. This limit of liability in terms of amount shall not apply

- for unauthorized bank transfers,
- in the event of intent or gross negligence on the part of the Bank,
- for risks which the Bank has specifically assumed, and
- for the loss of interest if you are a consumer.

For the transfer made outside the EEA 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:

- the Bank 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 the Bank and you shall have to bear the loss.
- the Bank shall not be liable for the fault of the intermediary bodies of the Bank. In such cases, the Bank's liability shall be limited to the careful selection and instruction of the first intermediary (forwarded order).
- the Bank'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 the Bank or to risks which the Bank has specifically assumed.

In case of an unauthorised transfer to countries outside the EEA, the Bank shall be liable for any other damage resulting from an unauthorised 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 the Bank and the customer shall bear the loss.

Any above-mentioned liability of the Bank is excluded in the following cases:

• the Bank shall provide you with evidence that the transfer amount has been received by the payee's payment service provider in good time and in full. In case of transfers to countries outside the EEA, the Bank shall provide you with evidence that the 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. In this case, however, you may require the Bank to make every effort to recover the payment 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, the Bank 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.

Your claims and objections against the Bank on account of non-executed or incorrectly executed credit transfers or unauthorised credit transfers shall be excluded if you have not notified the Bank 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 his account. The period shall begin to run only if the Bank has notified you of the debit entry of the 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 after expiry of the period set out in the first sentence if you were prevented from complying with that period through no fault of his own.

Your claims are excluded if the circumstances justifying a claim

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

You may request the Bank to refund of a credit transfer order debited from your the Bank Account based on an authorised payment transaction 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 payment transaction directly to the Bank and you were informed of the coming payment transaction at least four (4) weeks prior to the due date by the Bank in the agreed manner. A claim to a refund is ruled out if you do not assert it vis-à-vis the Bank within eight (8) weeks from the time of the debit of the credit transfer order. the Bank within ten (10) Business Days after receipt of a refund demand will either refund the full amount of the payment transaction or inform you of the reasons for the refusal to provide a refund. In case of refusal, the Bank shall also indicate the applicable dispute resolution mechanism.

The above rules shall not apply if 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.

Detailed information on the Customer´s claims for refunds, corrections and damages and Liability can be obtained in Sections 6 and 7 of Schedule B, Section 1.6 and 1.10 od Schedule C and Section 8 of Schedule D.

#### G. Information on communications

## **Communications**

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

The Bank will contact you through the message centre in your Mobile Account, by email, by post or by phone. The Bank can be reached through the message centre in your Mobile Account, by contacting the Bank's Customer Support Centre, by e-mail at service.de@ferratumbank.com and by post at Multitude Bank p.l.c., ST Business Centre, 120 The Strand, Gzira GZR 1027, Malta.

#### Periodic electronic balance statements

The Bank will make available to you a monthly electronic Statement for the Accounts on your Mobile Account free of charge and in the English language. You may, at any time, demand that the Bank provides, without undue delay, information about individual payment transactions debited from your Account after the individual payment transactions are debited.

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

You may request the Bank to send you a hard copy of the Statement at any time subject to the charge specified in the List of Prices and Services.

Each monthly electronic Statement shall be made available on your 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 the Mobile App, by contacting the Bank's Customer Support Centre.

Before executing an individual credit transfer order, the Bank 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 outgoing payment transactions carried out in Euro within the EEA, the Bank shall indicate, at your request, also the maximum execution time applicable to the single payment transaction.

## **Transactions Summary**

A transactions summary showing details for transactions made (including withdrawals, deposits, incoming and outgoing payments, 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 the Bank's systems.

#### Availability of the Agreement and Pre-Contractual Distance Selling Information at any time

At any time during the business relationship with the Bank, an updated copy of Pre-Contractual Distance Selling Information and the Agreement shall be made available to you on durable format (e.g. PDF) on the dedicated section of the Website or on the Ferratum Mobile App. You have the right to receive such copy on request, contacting by email the Bank's Customer Support at service.de@ferratumbank.com or through the Customer's Mobile Account.

# H. Information on the right of withdrawal

# Right of Withdrawal for the t Current Account Agreement and Right of Withdrawal for Schedules B.1, B.2

You may withdraw the Current Account agreement (including the SweepBank Debit Card and Mobile Banking) according to the following instruction.

Notwithstanding the above, you may also withdraw Schedules B.1 (Use of the Ferratum Mastercard through Apple Pay), B.2 (Use of Ferratum Mastercard through the GooglePay) each according to the following instruction:

# 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: service.de@ferratumbank.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:**

- 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. 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 precontractual 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

# Right of Withdrawal for the Saving Account Agreement

You may withdraw the Schedule A with regards to the Savings Account agreement according to the following instruction.

# 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: service.de@ferratumbank.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.

# **Right of Withdrawal for Term Deposit Agreement**

You may withdraw the Schedule E according to the following instruction.

# 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@ the Bank.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

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End of instruction of revocation