

## **SweepBank – Standardvilkår for privatlån til Kunder med bopæl i Danmark ("Standardvilkår")**

Disse standardvilkår og -betingelser ("**Standardvilkårene**"), de særlige vilkår for privatlånet (de "**Særlige Vilkår**"), de Standardiserede europæiske forbrugerkreditoplysninger ("**SECCI**") og en eventuel tilbagebetalingsplan ("**Tilbagebetalingsplan**") (samlet benævnt "**Låneaftale**") udgør aftalegrundlaget mellem Ferratum p.l.c. (SweepBank) og den angivne kunde i de Særlige Vilkår ("**Kunden**") for lånet anført i de Særlige Vilkår ("**Lånet**"). Nærmere oplysninger om SweepBank, Kunden og Lånet findes i de Særlige Vilkår.

SweepBank og Kunden benævnes hver for sig en "**Part**" og tilsammen "**Parterne**".

### **1. Ansøgning om og ydelse af Lånet**

- 1.1 SweepBank bevilger alene Lån til fysiske personer, som er mindst 18 år og myndige, har dansk CPR-nummer og folkeregisteradresse i Danmark og anses af SweepBank som kreditværdige. Kunder må ikke stå opført i RKI, Debitor Registret eller hos andre kreditoplysningsbureauer. Det er endvidere en forudsætning, at Kunden har et åbent mobiltelefonnummer og sin egen aktive e-mailadresse.
- 1.2 Sweepbanks beslutning om at bevilge Kunden et Lån sker blandt andet på baggrund af en individuel kreditvurdering. Vurderingen tager udgangspunkt i oplysninger modtaget fra Kunden og indhentet fra eksterne oplysningsbureauer, fx Debitor Registret og Experians RKI-register. SweepBank kan desuden indhente oplysninger om Kunden andre steder, blandt andet fra finansielle institutioner. Kundens kreditværdighed kan tages op til revurdering i Låneaftalens løbetid.
- 1.3 Kunden kan anmode om at modtage en kopi af udkastet til Låneaftale. SweepBank udleverer dette gratis til Kunden, medmindre SweepBank beslutter ikke at yde et lån.
- 1.4 SweepBank kan før indgåelsen af en Låneaftale samt til enhver tid i Låneaftalens løbetid identificere Kunden og kontrollere Kundens identitet (både gennem Kunden selv og gennem tredjemand) samt anmode om yderligere oplysninger fra Kunden og/eller tredjemand, som SweepBank anser for at være relevante i forbindelse med sin beslutning om, hvorvidt der skal indgås en Låneaftale og/eller ydes et lån. Kunden forpligter sig til at indsende alle oplysninger, som SweepBank måtte anmode om i henhold til denne bestemmelse. Kunden anerkender og er indforstået med, at SweepBank kan nægte at indgå Låneaftalen eller hæve en indgået Låneaftale eller nægte at yde lån til en Kunde eller opsigte et Lån, hvis Kunden ikke har indsendt de oplysninger eller den dokumentation, som SweepBank måtte anmode om i overensstemmelse med denne bestemmelse, eller hvis SweepBank ikke kan indhente eller kontrollere de oplysninger, som SweepBank skønner er nødvendige for at vurdere Kundens kreditværdighed, eller hvis Kunden ikke er omfattet af SweepBanks risikopolitikker.
- 1.5 Kunden accepterer Låneaftalen ved at underskrive med NemID eller MitID.
- 1.6 Låneaftalen indgås, når SweepBank udbetaler lånets Hovedstol til Kundens registrerings- og kontonummer i henhold til Låneaftalen. Kunden giver hermed afkald på at modtage meddelelse fra SweepBank om godkendelse eller afslag. SweepBanks udbetaling af det Udbetalte Lånebeløb til Kunden betyder, at låneansøgningen er godkendt.

- 1.7 SweepBank forbeholder sig til enhver tid den fulde og absolutte ret til at beslutte, hvorvidt SweepBank ønsker at indgå eller ikke indgå en Låneaftale med eller yde et lån til Kunden, uanset om der allerede måtte være afgivet accept af samme Kundes ansøgning. SweepBank er ikke forpligtet til at begrunde et eventuelt afslag, medmindre dette skyldes resultatet af en databasesøgning på indkomstforhold og/eller betalingshistorik. I sidstnævnte tilfælde vil SweepBank gratis oplyse Kunden om søgningens resultat og oplysningerne fra databasen.
- 1.8 SweepBank er berettiget, men ikke forpligtet til at tilbyde Kunden et andet lånebeløb end det ansøgte beløb.

## **2. Indfrielse af lånet og forfaldsdatoer, gebyrer og renter**

- 2.1 Kunden skal tilbagebetale Lånets hovedstol og foretage rettidig betaling af renter og andre gebyrer i henhold til Låneaftalen.
- 2.2 Alle ydelser skal betales i danske kroner gennem Kontoen eller til den bankkonto, som er anvist af SweepBank. Kunden skal foretage betaling fra en bankkonto i eget navn og for egen regning. SweepBank forbeholder sig ret til at nægte at modtage beløb, der indbetales på anden måde. Når det Udbetalte Lånebeløb udbetales til Kunden på dennes registrerings- og kontonummer, begynder tilbagebetalingsperioden. Lånet og alle renter, gebyrer og andre beløb er i danske kroner. Kunden betaler vekselgebyrer mv., hvis der foretages betaling i anden valuta.
- 2.3 Ved tilbagebetaling skal Kunden indsætte den referencekode, der er angivet i fakturaen. Hvis dette ikke er gjort, og SweepBank ikke er i stand til at identificere kundens indbetaling, anses Kunden for ikke at have foretaget nogen betaling.
- 2.4 Fakturaen skal indeholde det beløb, der skal betales af kunden, og tilbagebetalingsdatoen og sendes til kundens personlige e-mail. I tilfælde af at fakturaen ikke modtages inden for fem (5) kalenderdage før forfaldsdatoen, underretter kunden straks SweepBank herom. Manglende modtagelse af fakturaen fritager ikke kunden for forpligtelsen til at foretage tilbagebetalinger.
- 2.5 Kunden kan blive forpligtet til at fuldføre en direkte debitering og/eller stående ordre, eller til at tilmelde de aftalte periodiske betalinger til Betalingsservice. Kunden kan også blive tilbudt muligheden for at foretage sådanne tilbagebetalinger fra sit betalingskort. SweepBank kan uanset enhver mellemliggende udløbsdato fortsætte med at fremvise direkte debiteringer/stående eller tilbagevendende betalinger for de aftalte periodiske betalingsbeløb, indtil det fulde beløb er tilbagebetalt. Hvis kunden betaler lånet via direkte debitering, stående ordre eller fra sit betalingskort, er kunden forpligtet til at sikre, at hans eller hendes bankkonto har tilstrækkelige midler på forfaldsdagen til at dække den månedlige rate og andre betalinger til lånet som angivet i aftalen.
- 2.6 SweepBank forbeholder sig retten til at nægte enhver betaling foretaget til den, som ikke er modtaget fra en bankkonto i kundens navn.
- 2.7 Der tilskrives dagligt renter på Lånets hovedstol fra datoen for udbetalingen af det Udbetalte Lånebeløb til Kundens bankkonto og indtil indfrielsestidspunktet. Kunden skal også betale et oprettelsegebyr som angivet i de specifikke vikår. Renter, oprettelsesgebyr og lånets hovedstol tilbagebetales i månedlige rater i overensstemmelse med tilbagebetalingsplanen udstedt af SweepBank, som kan ændres. Øvrige gebyrer og omkostninger betales i overensstemmelse med Låneaftalens bestemmelser.

- 2.8 Kunden kan til enhver tid før den aftalte indfrielsesdag med 24 (fireogtyve) timers skriftligt varsel over for SweepBank til den e-mailadresse, der er anført i de Særlige Vilkår, foretage førtidig indfrielse af Lånet. I så fald beregnes der renter fra datoen for udbetalingen af det Udbetalte Lånebeløb til Kunden til (og med) den faktiske indfrielsesdato og Oprettelsesgebyret reduceres forholdsmæssigt til det tidspunkt, hvor lånet bliver tilbagebetalt tidligt. Hvis Kunden ikke foretager førtidig indfrielse af hele det skyldige beløb, beslutter SweepBank, om det indbetalte beløb medfører en kortere tilbagebetalingsperiode eller reducerer de skyldige beløb for hver månedlig ydelse. I tilfælde af delbetalinger er tildelingsrækkefølgen følgende: (1) omkostninger til inddrivelse af skyldige beløb inklusive gebyrer for rykkerskrivelser og morarenter (2) oprettelsesgebyr, (3) tilskrevne renter, (4) Lånets hovedstol og (5) eventuelle andre skyldige beløb i henhold til kreditaftalen.
- 2.9 Kunden kan til enhver tid i Låneaftalens løbetid anmode om en gratis kopi af Tilbagebetalingsplanen i form af en amortiseringsplan.
- 2.10 Faktureringen fra SweepBank sker elektronisk, og fakturaerne er gyldige uden underskrift.

### **3. Bod, rykkere og opkrævningsgebyrer**

- 3.1 Hvis Kunden ikke foretager rettidig betaling af skyldige beløb, kan SweepBank (a) ud over det skyldige beløb opkræve såvel eventuelle omkostninger som morarente til debitorrentesatsen eller satsen ifølge renteloven, hvis denne er højere, (b) opkræve et rykkergebyr for hver rykker samt eventuelt et opkrævningsgebyr og (c) få et inkassobureau eller anden tredjemand til at inddrive eller bistå med inddrivelse af det skyldige beløb for Kundens regning.
- 3.2 Hvis Lånets indfrielse eller en månedlig ydelse forsinkes med mere end 30 dage, kan SweepBank hæve Låneaftalen og kræve, at Kunden betaler Lånet og alle gældende gebyrer og omkostninger senest syv dage efter påkrav herom.
- 3.3 Ved manglende betaling er SweepBank berettiget til at lade Kunden registrere i gældsregistre/databaser med kredit-/gældsoplysninger.
- 3.4 Ud over de ovenfor beskrevne konsekvenser kan manglende betaling endvidere påvirke Kundens kreditvurdering negativt og gøre det sværere eller dyrere for Kunden at optage lån i fremtiden og medføre, at der indledes retsskridt mod Kunden.
- 3.5 Dette pkt. 3 skal fortsat være gældende efter Låneaftalens ophør.

### **4. Ophævelse af Låneaftalen**

- 4.1 Ud over de andre tilfælde, der er beskrevet i Standardvilkårene, kan SweepBank hæve Låneaftalen:
- (a) hvis Kunden misligholder Låneaftalen i andre henseender, herunder men ikke begrænset til tilfælde, hvor Kunden har afgivet forkerte oplysninger over for SweepBank eller ikke har overholdt garantiene i Standardvilkårenes pkt. 13.1, eller
  - (b) hvis der som følge af Kundens egne forhold sker en væsentlig stigning i omkostninger i forbindelse med en konkret debitorstyringsrelateret handling eller ydelse, fx at Kunden ikke længere har permanent adresse i Danmark, eller

- (c) hvis der med kort varsel sker ændringer i lov- eller myndighedskrav, som gør det svært eller umuligt for Sweepbank at fortsætte sit kundeforhold til Kunden eller at levere ydelser i Danmark uden væsentlige ændringer, eller
- (d) hvis SweepBank er nødt til at gøre dette eller i øvrigt har mulighed for at gøre dette i henhold til en lov, der gælder for SweepBank, herunder blandt andet love, der sigter mod at bekæmpe hvidvask og/eller finansiering af terrorisme.

Ved ophævelse af Låneaftalen skal Kunden betale alle skyldige beløb senest syv dage fra Kundens modtagelse af meddelelsen om ophævelse.

- 4.2 Lånet forfalder til øjeblikkelig betaling, hvis Kunden bliver insolvent (erklæres konkurs), indgiver begæring om gældssanering eller afgår ved døden.
- 4.3 Hvis SweepBank har ret til at ophæve Låneaftalen, men vælger ikke at gøre dette straks efter at være blevet bekendt med de(t) hævebegrunderende forhold, skal Sweepbank ikke anses for at have givet afkald på sin ret til at gøre sådanne forhold gældende og hæve Låneaftalen på et senere tidspunkt.
- 4.4 Kunden er til enhver tid berettiget til at opsige Låneaftalen skriftligt med en underskrevet erklæring pr. e-mail til help.dk@sweepbank.com eller pr. brev med angivelse af for- og efternavn og CPR-nummer samt ønsket om at opsige Låneaftalen. I forbindelse med Kundens opsigelse kan SweepBank kræve øjeblikkelig betaling af alle skyldige beløb, og i så fald anses sådanne beløb for at forfalde til øjeblikkelig betaling. Kunden anerkender, at Kundens forpligtelser i henhold til Låneaftalen ikke anses for bortfaldet, før Kunden har betalt alle skyldige beløb til SweepBank.
- 4.5 Endvidere kan Låneaftalen bringes til ophør i overensstemmelse med gældende lovgivning. For god ordens skyld præciseres, at der stadig tilskrives renter, indtil alle beløb er betalt.
- 4.6 Ved Låneaftalens ophør uanset årsag skal de bestemmelser i denne Låneaftale, som ifølge deres natur angiver Parternes rettigheder og forpligtelser efter Låneaftalens ophør, fortsat være gældende efter Låneaftalens ophør. Det drejer sig især om de bestemmelser, der vedrører bilæggelse af tvister mellem Parterne, tilbagebetalingsforpligtelser, opkrævning og betaling af skyldige beløb samt opgørelses- og betalingsmåde, Parternes erstatningsansvar og bestemmelsen om overdragelse.
- 4.7 Dette pkt. 4 skal fortsat være gældende efter Låneaftalens ophør.

## **5. Fortrydelsesret**

- 5.1 Kunden har ret til at fortryde Låneaftalen i henhold til kreditaftalelovens § 19 eller forbrugeraftalelovens § 18. Kunden behøver ikke begrunde sin beslutning.
- 5.2 Fortrydelsesfristen er 14 dage fra Låneaftalens indgåelse eller – hvis dette sker senere – ved Kundens modtagelse af vilkårene og betingelserne for aftalen eller ved Kundens modtagelse af de obligatoriske og lovpligtige oplysninger i henhold til den lovgivning, der er nævnt i pkt. 5.1 (som nærmere beskrevet i pkt. 5.3 nedenfor). Hvis fortrydelsesfristen på de 14 dage udløber på en dansk helligdag, en lørdag, Grundlovsdag, juleaftensdag eller nytårsaftensdag, kan Kunden vente til næste dag med at afsende meddelelsen.
- 5.3 De obligatoriske og lovpligtige oplysninger nævnt ovenfor refererer til:
  - (i) typen af kredit
  - (ii) parternes identitet og adresse samt enhver kreditformidler
  - (iii) kreditaftalens varighed
  - (iv) det samlede lånebeløb
  - (v) lånerenten.

Angivelsen af lånerenten skal indeholde betingelserne og perioden for dens anvendelse og den måde, den skal justeres på. Hvor lånerenten er afhængig af et indeks eller en referencerente, skal disse angives. Hvis kreditaftalen indeholder flere lånerenter, skal oplysningerne gives for dem alle;

- (vi) den årlige procentvise gebyrsats
- (vii) det samlede beløb, der skal betales.

Hvad angår litra vi) og vii): angivelse af den årlige procentvise gebyrsats og det samlede beløb, der skal betales, med angivelse af de forudsætninger, der er kendte på det tidspunkt, hvor kreditaftalen indgås, og som anvendes i beregningen af den årlige procentvise gebyrsats.

- (viii) beløb, antal og forfaldsdato for hver rate.

Hvis der er planlagt delbetalinger, skal det angives i hvilken rækkefølge kreditorens udestående fordringer for de forskellige lånerenter finder anvendelse, hvorigennem delbetalinger tilbagebetales;

- (ix) i tilfælde af en kapitalafskrivning af en låneaftale med en bestemt løbetid, en angivelse af låntagers ret til gratis at modtage en tilbagebetalingsplan til enhver tid i hele lånets løbetid.

Afskrivningstabellen angiver de skyldige betalinger og perioderne og betingelserne for betaling af sådanne beløb. tabellen skal indeholde en opdeling af hver tilbagebetaling, der viser amortisering af kapital, renterne beregnet på grundlag af lånerenten og eventuelt yderligere omkostninger hvor renten ikke er fast, eller meromkostningerne kan ændres i henhold til kreditaftalen, skal amortiseringstabellen tydeligt og kortfattet angive, at oplysningerne i tabellen kun forbliver gyldige indtil låntagnings-satsen eller den ekstra omkostninger ændres i overensstemmelse med kreditaftalen;

- (x) betingelserne for udbetaling
- (xi) alle andre omkostninger, især i forbindelse med udbetalingen eller brugen af et betalingsinstrument, som både kan foretages betalingstransaktioner og hævnninger, samt betingelserne for at justere omkostningerne
- (xii) misligholdelsesrenten og måden for dens mulige justering samt eventuelle forsinkelsesomkostninger
- (xiii) låntagers navn og adresse
- (xiv) den rentesats, der er gældende ved forsinkede betalinger, som var gældende på tidspunktet for indgåelsen af kreditaftalen og ordningerne for dens justering og, hvis det er relevant, eventuelle gebyrer, der skal betales ved misligholdelse
- (xv) en advarsel om konsekvenserne af manglende betalinger
- (xvi) eksistensen eller ikke-tilstedeværelsen af en fortrydelsesret, perioden og andre omstændigheder for at erklære tilbagetrækning og en angivelse af låntagerens forpligtelse til at tilbagebetale den allerede udbetalte kredit og til at betale renter renten skal betales pr. dag

- (xvii) retten til førtidig tilbagebetaling, proceduren for tidlig tilbagebetaling samt, hvor det er relevant, oplysninger om kreditors ret til erstatning og den måde, hvorpå kompensationen vil blive fastlagt
  - (xviii) den procedure, der skal følges for at opsige kreditaftalen
  - (xix) om der er en klage- og klagemekanisme uden for domstolen for forbrugeren eller i givet fald metoderne for at få adgang til den
  - (xx) alle andre vilkår og betingelser, der er relevante for låneaftalen
  - (xxi) den kompetente myndigheds navn og adresse
  - (xxii) navn og adresse på den involverede låneformidler
- 5.4 For at udøve sin fortrydelsesret skal Kunden blot inden for den nævnte frist sende en meddelelse med angivelse af, hvem Kunden er, og at Kunden ønsker at fortryde indgåelsen af Låneaftalen. Meddelelsen sendes til SweepBank pr. e-mail (jf. ovenfor anførte e-mailadresse) eller – hvis Kunden måtte foretrække dette – med brev til Sweepbanks fysiske adresse (jf. ovenfor anførte postadresse). Meddelelsen skal indeholde følgende oplysninger: (a) Fornavn og efternavn, (b) CPR-nr., (c) udtrykkelig angivelse af, at Kunden har fortrudt Låneaftalen, og (d) datoen for meddelelsen.
- 5.5 Hvis Kunden ikke udnytter sin fortrydelsesret, er Kunden bundet af Låneaftalens vilkår og betingelser. Hvis Kunden udnytter sin fortrydelsesret, anses Låneaftalen for ikke at være indgået.
- I så fald skal Kunden uden unødigt ophold, men senest 30 (trediv) kalenderdage efter sin afsendelse af meddelelsen om fortrydelse, afvikle Lånets hovedstol tillige med skyldige renter opgjort som den daglige rente, jf. de Særlige Vilkår, fra tidspunktet for Kundens modtagelse af Lånet og indtil indfrielsesdatoen (datoen, hvor SweepBank modtager betaling af det fulde beløb).

## **6. Ændring af Låneaftalen**

- 6.1 SweepBank kan ændre disse Standardvilkår uden varsel og med øjeblikkelig virkning, hvis ændringerne er til Kundens fordel.
- 6.2 SweepBank kan forhøje rentesatser, gebyrer og omkostninger med 90 dages varsel. SweepBank er dog berettiget til at gennemføre rimelige ændringer i rentesatser, gebyrer og omkostninger med 30 dages varsel, forudsat at ændringerne skyldes følgende forhold, som ligger uden for SweepBanks kontrol: Ændringer i Nationalbankens diskonto eller ændringer i lovforskrifter, myndighedsforanstaltninger eller lignende, som påfører SweepBank øgede omkostninger til administration og lignende i forbindelse med levering af de ydelser, som gebyret eller omkostningen vedrører, eller andre administrative eller lignende ydelser, som ikke hidtil har været forbundet med gebyrer eller omkostninger.
- 6.3 Eventuelle ændringer i gebyrer og omkostninger meddeles Kunden pr. e-mail eller via Hjemmesiden.
- 6.4 Kunden kan opsige Låneaftalen inden varslets udløb, hvis Kunden ikke ønsker at acceptere de pågældende ændringer. I så fald forfalder alle udestående beløb i henhold til Låneaftalen til øjeblikkelig betaling ved opsigelsen.

## **7. Erstatningsansvar og force majeure**

- 7.1 En Parts forpligtelser i henhold til disse Standardvilkår suspenderes midlertidigt i en eventuel periode, hvor Parten er forhindret i at opfylde sine forpligtelser som følge af force majeure, forudsat at den pågældende Part:
- (a) har oplyst den anden Part om, at der er tale om en force majeure-situation,
  - (b) gør alt, hvad Parten kan for at opfylde sine forpligtelser i henhold til Låneaftalen uanset force majeure-situationen,
  - (c) så snart force majeure-begivenheden ophører, opfylder sine forpligtelser inden for en frist angivet af den anden Part.
- 7.2 For god ordens skyld præciseres, at der i tilfælde af force majeure kun sker midlertidig suspension af en Parts forpligtelser, i den udstrækning det er umuligt for Parten at opfylde disse, og force majeure kan under ingen omstændigheder fritage Parten for at opfylde sine andre forpligtelser i henhold til Låneaftalen. Force majeure betyder en begivenhed, der ikke kan forudsiges, og som ligger uden for Parternes kontrol, fx strejke, lovgivningsmæssige begrænsninger, der indføres af regeringen eller en EU-myndighed, sabotage, oprør, naturkatastrofer eller lignende forhold, der medfører, at det bliver umuligt at opfylde de forpligtelser, der fremgår af Låneaftalen, men omfatter ikke opsigelse af Kundens ansættelsesforhold eller andet, der påvirker Kundens mulighed for at indfri Lånet eller tilbagebetale andre skyldige beløb til SweepBank. SweepBank er ikke ansvarlig for andre tab eller skader, der skyldes SweepBanks manglende evne til at opfylde sine forpligtelser som følge af force majeure, hvis SweepBank har iagttaget sin almindelige omsorgspligt.
- 7.3 SweepBank er ikke ansvarlig for tab og skader, der skyldes, at Kunden har afgivet forkerte eller ufuldstændige oplysninger.
- 7.4 SweepBank er endvidere ikke ansvarlig for tab og skader, der skyldes manglende internetforbindelse eller udfald i denne, som medfører, at Kunden ikke kan få adgang til SweepBanks hjemmeside. Herudover er SweepBank ikke ansvarlig for tab, som skyldes nedbrud, fejl mv. på sin Hjemmeside eller mobilapplikation.
- 7.5 SweepBank er ikke ansvarlig for indirekte tab og skader, som skyldes, at Kunden har benyttet Hjemmesiden eller mobilapplikationen eller de ydelser, der er tilgængelige på Hjemmesiden eller mobilapplikationen.
- 7.6 For alle andre tab end de ovenfor anførte kan SweepBank alene ifalde ansvar i henhold til de almindelige erstatningsretlige regler.

## **8. Personoplysninger**

- 8.1 Kunden er indforstået med, at SweepBank indsamler og behandler Kundens personoplysninger i overensstemmelse med retningslinjerne i Principper for Behandling af Kundens Personoplysninger, som kan findes på Hjemmesiden, samt på grundlag af et eventuelt samtykke, der er afgivet til sådan behandling, hvor dette er påkrævet ifølge lovgivningen.
- 8.2 Kunden skal straks og under alle omstændigheder inden for én hverdag oplyse SweepBank om eventuelle ændringer i de oplysninger, som SweepBank har modtaget.

## **9. Lovvalg og tvisteløsning**

- 9.1 Låneaftalen mellem SweepBank og Kunden er underlagt dansk ret.

- 9.2 Kunden kan kun anlægge sag mod SweepBank i den EU-medlemsstat, hvor Kunden er bosat, eller på Malta. SweepBank kan anlægge sag mod Kunden i den EU-medlemsstat, hvor Kunden er bosat (ved Københavns Byret, hvis Kunden er bosat i Danmark). Begge parter kan gøre selvstændigt modkrav gældende for samme domstol, hvor den oprindelige sag verserer.
- 9.3 Denne bestemmelse skal fortsat være gældende efter Låneaftalens ophør.

## **10. Klageadgang**

- 10.1 Hvis Kunden ønsker at klage, bedes Kunden henvende sig direkte til SweepBank via de kontaktoplysninger, der fremgår af de Særlige Vilkår eller på Hjemmesiden. Parterne skal forsøge at løse eventuelle uoverensstemmelser ved forhandling. Hvis dette ikke lykkes, skal Kunden fremsende en skriftlig klage (fx pr. e-mail) med angivelse af: (a) fornavn, efternavn, bopælsadresse og kontaktoplysninger, (b) klagens indsendelsesdato og (c) konfliktens art, kravet og dokumentation herfor. Kunden skal vedlægge kopi af dokumenter, der bekræfter transaktionen, samt andre dokumenter, der underbygger klagen (hvis dette er muligt). Det er ikke nødvendigt at underskrive klagen, hvis denne fremsendes elektronisk. SweepBank svarer Kunden (enten pr. e-mail eller brev) inden for 30 dage efter modtagelse af klagen. Hvis det som følge af saglige årsager ikke er muligt for SweepBank at besvare henvendelsen inden for 30 dage, vil SweepBank uden unødigt ophold oplyse Kunden om dette og angive en rimelig frist for, hvornår henvendelsen vil blive besvaret, samt begrunde, hvorfor det er nødvendigt med denne udsættelse. Hvis SweepBank afviser Kundens klage, vil SweepBank begrunde dette. Hvis SweepBank ikke besvarer henvendelsen inden for den anførte frist, anses SweepBank for at have afvist Kundens klage.
- 10.2 Hvis Kunden ikke er tilfreds med resultatet, kan Kunden indsende en skriftlig klage til the Office of the Arbiter for Financial Services på følgende adresse: The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju Floriana FRN 1530, Malta, eller [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

## **11. Overdragelse**

- 11.1 SweepBank har ret til at overdrage sine rettigheder og forpligtelser i henhold til Låneaftalen til tredjemand uden Kundens samtykke. SweepBank vil i givet fald oplyse Kunden som angivet i disse Standardvilkårs pkt. 12, bortset fra hvor SweepBank efter aftale med erhververen fortsat varetager kundeforholdet til Kunden.
- 11.2 Kunden har ikke ret til at overdrage sine rettigheder og forpligtelser i henhold til Låneaftalen til tredjemand.
- 11.3 Denne bestemmelse skal fortsat være gældende efter Låneaftalens ophør.

## **12. Meddelelser**

- 12.1 Ved at indgå Låneaftalen accepterer Kunden at modtage alle relevante meddelelser mv. elektronisk, herunder til Kundens private e-mailadresse, som sms eller via andre mobilapplikationer. Meddelelser i ovennævnte format anses for modtaget samme dag som afsendt, bortset fra breve, der sendes med posten, som anses for modtaget fem (5) hverdage efter afsendelsen. Hvis der sker ændringer i disse krav, vil Kunden blive oplyst herom.
- 12.2 Parterne kommunikerer på dansk og/eller engelsk i denne Låneaftales løbetid.



### 13. Garantier

- 13.1 Kunden anerkender, garanterer, påtager sig og accepterer i forbindelse med sin ansøgning om indgåelse af Låneaftalen, at Kunden:
- (i) har afgivet sande, korrekte og fuldstændige oplysninger over for SweepBank, og at Kunden uden unødigt ophold vil oplyse over for SweepBank, hvis der sker ændringer i de afgivne oplysninger, eller hvis Kunden bliver opmærksom på, at eventuelle afgivne oplysninger var fejlbehæftede eller på anden måde forkerte, ukorrekte eller ufuldstændige,
  - (ii) at den bankkonto, der er oplyst over for SweepBank til brug for udbetaling af Lånet, såvel som den bankkonto, der anvendes til betaling af ydelser, er oprettet i Kundens eget navn hos en anerkendt bank, der er etableret i EU. Kunden anerkender og accepterer, at hvis der sker ændringer i kontooplysningerne, kan Kunden blive anmodet om at bekræfte disse på en måde, som anvises af Ferratum.
  - (iii) har modtaget Låneaftalen og de Standardiserede europæiske forbrugerkreditoplysninger (SECCI) på et holdbart medie.
  - (iv) har indgået denne Låneaftale af egen fri vilje og ikke har indgået Låneaftalen under trusler, tvang mv. eller under særdeles ugunstige omstændigheder for så vidt angår personlige og økonomiske forhold,
  - (vi) ikke er en Politisk Udsat Person. I denne bestemmelse er en Politisk Udsat Person en person, der har eller har haft et højerestående offentligt erhverv (bortset fra embedsmænd på mellemniveau eller lavere), herunder 1) statschefer, regeringschefer, ministre og viceministre eller assisterende ministre, 2) parlamentsmedlemmer, 3) medlemmer af ledelsen i politiske partier, 4) højesteretsdommere, medlemmer af forfatningsdomstole og af andre højtstående retsinstanter, hvis afgørelser kun er genstand for yderligere prøvelse i ekstraordinære tilfælde, 5) medlemmer af revisionsretter og af bestyrelser for centralbanker, 6) ambassadører, chargés d'affaires og højtstående officerer i de væbnede styrker, 7) medlemmer af statsejede virksomheders administrative, ledende eller kontrollerende organer, 8) alle, der i en EU-institution eller anden international organisation udøver en funktion svarende til det i pkt. 1)-6) anførte; familiemedlemmer til personer, der udøver de i pkt. 1)-8) anførte funktioner, dvs. ægtefæller eller registrerede partnere samt børn og deres ægtefæller eller registrerede partnere samt forældre, og/eller personer, der er kendt som nære samarbejdspartnere til personer, der udøver de i pkt. 1)-8) anførte funktioner, dvs. personer, som har ejendomsret til retlige enheder og retlige arrangementer eller på anden måde har nære forretningsforbindelser med sådanne personer, eller en person, som har ejendomsret til en retlig enhed eller et retligt arrangement, som er oprettet til fordel for en af de pkt. 1)-8) omfattede personer. Hvis Kunden bliver en politisk udsat person eller et familiemedlem eller nær samarbejdspartner til en politisk udsat person, eller hvis der sker andre ændringer i Kundens personlige oplysninger, skal Kunden straks oplyse SweepBank herom og under alle omstændigheder inden for én hverdag.

- (vii) ikke har optaget Lånet til brug for eller på vegne af andre. Hvis Kunden optager Lånet eller på anden måde optræder på vegne af tredjemand, skal Kunden dog straks oplyse SweepBank herom. I så fald kan SweepBank efter eget valg afslå at indgå Låneaftalen, hæve Låneaftalen eller gøre Lånet betinget af yderligere foranstaltninger for så vidt angår Kunden og dennes principal,
- (viii) har vurderet sit behov for finansiering og sin evne til at betale Lånet tilbage, at der ikke kører en inkassosag mod Kunden, og at Kunden ikke er sagsøgt i en civilretlig sag om gældsopkrævning eller involveret i en sag, der kan påvirke Kundens solvens.

13.2 Uanset SweepBanks øvrige rettigheder og beføjelser skal Kunden skadesløsholde og friholde SweepBank for eventuelle tab og skader, som måtte opstå som følge af eller i relation til misligholdelse af garantierne i denne bestemmelse eller Kundens forpligtelser i henhold til denne Låneaftale. Dette gælder ikke, hvis Kunden ikke er ansvarlig for den manglende opfyldelse af forpligtelsen.

#### 14. Øvrige bestemmelser:

- 14.1 SweepBank anses ikke ved en eventuel manglende håndhævelse af en eller flere af denne Låneaftales bestemmelser for at have givet afkald på at gøre den pågældende bestemmelse gældende, og dette har heller ingen betydning for gyldigheden af Låneaftalen eller dele heraf eller SweepBanks ret til at håndhæve de enkelte bestemmelser efter deres indhold.
- 14.2 SweepBank gør udtrykkeligt opmærksom på, at kortfristede lån kan være forbundet med risiko, da de er beregnet til at opfylde et kortsigtet likviditetsbehov, og at renten på kortfristede lån kan være højere end på langfristede lån. Det kan således medføre et øget pres på ens økonomi, hvis man optager kortfristede lån for længere perioder og for at opfylde et langsigtet økonomisk behov.
- 14.3 Låneaftalen udleveres på engelsk sammen med en dansk oversættelse. Det er den engelske tekst, der er juridisk bindende og gældende. Den danske oversættelse er udelukkende ment som en hjælp, og i tilfælde af eventuelle tvister har den engelske version forrang.
- 14.4 I tilfælde af eventuelle uoverensstemmelser mellem disse Standardvilkår og bestemmelserne i de Særlige Vilkår har bestemmelserne i de Særlige Vilkår forrang.

Dato: 08.11.2021

#### Bilag 1

Gebyrsatser	
Henstandsgebyr	150 kr. pr. godkendt henstandsperiode
Omlægningsgebyr	150 kr.
Rykkergebyr	100 kr. pr. rykker
Kopi af lånekontrakt	175 kr.

## **SweepBank– Standard Terms of of the Personal Loan Agreement applicable to Customers resident in Denmark (Standard Terms)**

These standard terms and conditions (the “**Standard Terms**”), together with the Specific Terms of the Personal Loan Agreement (the “**Specific Terms**”), the Standard European Consumer Credit In-formation Sheet (the “**SECCI**”) and any applicable repayment schedule (the “**Repayment Schedule**”) (collectively referred to as the “**Loan Agreement**”) govern the contractual relationship between Ferratum Bank p.l.c. (SweepBank) and the customer named in the Specific Terms (the “**Customer**”) in relation to the loan specified in the Specific Terms (the “**Loan**”). Details of SweepBank, the Customer and the Loan are specified in the Specific Terms.

SweepBank and the Customer are individually referred to as a “**Party**” and together as “**Parties**”.

### **1. Application for and granting of the Loan**

- 1.1 SweepBank only grants a Loan to natural persons who are at least 18 years of age, are legally competent, have a Danish civil registration number (CPR-number) and an officially registered address in Denmark, and are deemed to be creditworthy by SweepBank. Customers must not be registered with RKI, the Debtor Register or any other credit agency. In addition, Customers must have a personal functional mobile telephone number and a personal functional e-mail address..
- 1.2 SweepBank's decision to grant the Customer a Loan will be based, among other things, on an individual credit assessment. The credit assessment will be based on information provided by the Customer and by external credit rating agencies such as the Debtor Register and Experian's RKI register. In addition, SweepBank may obtain credit information about the Customer from other sources, including financial institutions. The Customer's creditworthiness may also be re-assessed during the term of the Loan Agreement.
- 1.3 The Customer may request a copy of the draft Loan Agreement. SweepBank will provide this to the Customer free of charge unless SweepBank has decided not to grant a loan.
- 1.4 Prior to entering into a Loan Agreement as well as at any time during the term of the Loan Agreement, SweepBank has the right to identify and verify the identity of the Customer (both through the Customer himself/ herself as well as through third party sources) as well as request other information from a Customer and/or third parties which are deemed relevant by Sweep-Bank to make a decision as to whether to enter into a Loan Agreement and/or whether to grant a loan. The Customer undertakes to fulfil all of SweepBank's requests in terms of this clause. The Customer acknowledges and agrees that SweepBank has the right to refuse to enter into the Loan Agreement or to terminate a Loan Agreement entered into with immediate effect or refuse to grant a loan to a Customer or terminate a Loan granted to a Customer who has not answered any request for information or who has failed to provide documentation in terms of this clause or in the event that SweepBank cannot obtain the information or verification which it considers necessary to assess the creditworthiness of the Customer or in case the Customer falls outside SweepBank's risk policies.
- 1.5 The Customer must accept the Loan Agreement by signing with NemID or MitID, as applicable.

- 1.6 The Loan Agreement is concluded when SweepBank disburses the Loan Principal Amount to the Customer under the Loan Agreement. The Customer hereby waives receipt of SweepBank's statement of acceptance or rejection. Acceptance is evidenced by SweepBank's disbursement of the Loan Principal Amount to the Customer.
- 1.7 SweepBank retains, at all time, full and absolute discretion as to whether or not to enter into a Loan Agreement with or grant a loan to the Customer irrespective of prior acceptances of applications by the same Customer. In case of rejection, SweepBank is not obliged to disclose the reasons for rejection unless such rejection is based on the results of a consultation with a database about the income and/or performance of payment obligations. In the latter case, Sweep-Bank will inform the Customer free of charge of the result of the consultation and the particulars of the database consulted.
- 1.8 SweepBank has the right, but not the obligation, to offer the Customer a different loan amount than the amount the Customer applied for.

## **2. Repayment of the loan and due date, charges and interest**

- 2.1 The Customer must repay the Loan principal together with interest and other fees due in accordance with the Loan Agreement by the agreed due date.
- 2.2 Amounts due must be paid in DKK to the account indicated by SweepBank in the Agreement or in the invoice. The Customer must repay amounts due through a bank account held in the Customer's name at his/her own cost. SweepBank reserves the right to refuse payment made through other means. The repayment period starts at the time the Customer receives the Loan Principal Amount in the Customer's personal bank account. The currency applicable to Loan and any interest, fees or other payments shall be the DKK. The Customer must cover the costs of conversion if payment is made in any other currency.
- 2.3 When making a repayment, the Customer shall insert the reference code specified in an invoice. If this is not done, and SweepBank is unable to identify the Customer as a payer, the Customer will be considered not to have made any payment.
- 2.4 The invoice shall contain the amount due by the Customer and the repayment date ('the Invoice') and shall be sent to the Customer's personal e-mail. In case the invoice is not received within five (5) calendar days before the relative Due Date, the Customer shall notify SweepBank thereof with no delay. Non-receipt of the invoice does not relieve the Customer from the obligation to make repayments.
- 2.5 The Customer may be required to complete a direct debiting and/or standing order, or to subscribe for Betalingservice for the agreed periodic payments. The Customer may also be offered the possibility to make such repayments from his or her debit card. SweepBank may notwithstanding any intervening expiry date, continue to present direct debits/standing orders/recurring payments for the agreed periodic payment amounts until the full amount due has been repaid. In case the Customer is paying the Loan through direct debit or standing order or from his/her debit card, the Customer is obliged to ensure that his or her bank account holds sufficient funds on Due Date to cover the monthly instalment and any other payments related to the Loan as specified in the Agreement.
- 2.6 SweepBank reserves the right to refuse any payment made to it which is not received from a bank account held in the Customer's name.

- 2.7 Interest on the Loan principal is accrued daily from the date that the Customer receives the Loan Principal Amount into his personal bank account until repayment. The Customer shall also pay a one time Contract Conclusion fee for the amount indicated in the Specific Terms. Interest, the Contract Conclusion Fee and the Loan principal amount shall be repaid in monthly instalments in accordance with the Repayment Schedule issued by SweepBank as may be amended. Other fees and charges are paid in accordance with the provisions of the Loan Agreement.
- 2.8 The Customer may request a postponement of the monthly instalment/s against the Payment Holiday fee specified in Appendix 1. In such a case, no monthly instalment shall be payable during the month for which the request has been accepted. However, the interest shall continue to accrue during such period and the Customer is required to pay interest on the Loan principal outstanding for the extra days for which the Loan principal is used. The application shall be made in the manner prescribed by SweepBank and shall be subject to such terms and conditions as shall be made known in advance to the Customer. SweepBank has the right to reject the Customer's application at any time and for any reason. SweepBank will inform the Customer whether the application is approved or not. The Payment Holiday fee shall be payable as indicated in the invoice.
- 2.9 The Customer may request SweepBank to amend the Repayment Schedule by increasing the number of monthly instalments (thus reducing the monthly repayment amount) against the Rescheduling fee. The application must be made in the manner prescribed by SweepBank and shall be subject to such terms and conditions as shall be made known in advance to the Customer. SweepBank has the right to reject the Customer's application at any time and without assigning any reason. The Customer is required to pay interest on the Loan principal for the extra days for which the Loan principal is used. The rescheduling fee indicated in Appendix 1 is payable by the Customer as indicated in the invoice.
- 2.10 The Customer is entitled to repay the Loan before the agreed due date, at any time, by notifying SweepBank in writing at the email address specified in the Specific Terms twenty four (24) hours prior to making such repayment. In such case, the interest repayable and the Contract Conclusion Fee shall be reduced proportionately to the time by which the Loan was repaid early. If the Customer does not pre-pay the whole amount due, SweepBank decides whether early repayment shortens the repayment period or reduces the amounts due for each repayment.
- 2.11 In case of partial payments, the order of allotment shall be the following: (1) costs of recovery of amounts due including fees for reminder letters and default interest; (2) the Contract Conclusion Fee (3) the unpaid interest (4) the Loan principal amount (5) any other amounts owed by the Customer under the Loan Agreement other than the contract conclusion fee.
- 2.12 The Customer may request a copy of the Repayment Schedule, in the form of an amortization table, free of charge, at any time during the validity of the Loan Agreement.
- 2.13 SweepBank sends invoices electronically and the invoices are valid without signature.

### **3. Bod, rykkere og opkrævningsgebyrer**

- 3.1 If the Customer fails to pay amounts due on time, SweepBank is entitled to (a) add to the amount due any charges as well as default interest at either the agreed debtor interest rate or the rate set out in the Danish Interest Act (in Danish: renteloven) whichever is the higher; (b) impose a reminder fee for each reminder and a collection fee, if applicable and (c) have a collection agency or other third party collect or assist in the collection of the overdue amount at the Customer's cost.
- 3.2 If the delay in the repayment of the Loan or any monthly instalment is of more than 30 days, SweepBank has the right to terminate the Loan Agreement with immediate effect and to require that the Customer pays the Loan and all applicable fees and charges within seven days from notification.
- 3.3 In case of default, SweepBank is entitled to have the Customer registered in debt registers/databases containing credit/debt history.
- 3.4 In addition to the consequences outlined above, missing payments can also affect the credit rating of the Customer negatively, making it difficult or more expensive for the Customer to get a loan in the future and lead to legal action being taken against the Customer.
- 3.5 This clause 3 shall survive the termination of the Loan Agreement.

### **4. Pre-mature termination of the Loan Agreement**

- 4.1 Apart from the other instances specified in the Standard Terms, SweepBank may terminate the Loan Agreement if:
  - (a) the Customer is in breach of the Loan Agreement in other respects, including but not limited to, instances where the Customer has provided SweepBank with incorrect information or has breached the warranties granted in clause 13.1 of the Standard Terms; or
  - (b) if the Customer's individual situation leads to a significant increase in costs of a particular credit management related action or services e.g. the Customer will no longer have a permanent address in Denmark; or
  - (c) Changes to legal or regulatory requirements occur at short notice which make it difficult or impossible for SweepBank to continue in the relationship with the Customer or to provide services in Denmark without considerable changes; or
  - (d) SweepBank is required to do so, or otherwise allowed to do so in terms of a law applicable to SweepBank, including but not limited to laws aimed at preventing money laundering and/or the funding of terrorism.

If the Loan Agreement is terminated, the Customer must repay all amounts due within seven days from the date of notice of termination.

- 4.2 The Loan falls due for repayment immediately if the Customer becomes insolvent (is declared bankrupt), applies for debt relief or dies.
- 4.3 If SweepBank has the right to terminate the Loan Agreement but does not invoke the basis of recall immediately when it comes to SweepBank's attention, this does not constitute a waiver of SweepBank's right to invoke such grounds and terminate the Loan Agreement at a later date.

- 4.4 The Customer is entitled to terminate the Loan Agreement at any time with a written and signed notice to SweepBank by email to help.dk@sweepbank.com or by post stating his/ her name and surname and CPR number as well as the request to terminate the Loan Agreement. However, in case of such termination, SweepBank may demand the immediate repayment of all due amounts, in which case such amounts shall be considered immediately due and payable. It is understood, that the Customer's obligations in terms of the Loan Agreement are not considered terminated until all the amounts owed by the Customer to SweepBank are repaid.
- 4.5 Furthermore, the Loan Agreement can be terminated on the conditions stipulated by the applicable law. For the avoidance of doubt, interest shall continue to accrue until all amounts have been repaid.
- 4.6 In the case of termination of the Loan Agreement for any reason, the provisions of this Loan Agreement which, due to their nature, stipulate the rights and obligations of the Parties after the termination of the Loan Agreement shall apply also after the termination of the Loan Agreement. This, above all, concerns such provisions which determine settlement of disputes between the Parties, repayment obligations, collection and payment of amounts due and the procedure for calculation and payment of such amounts and liability of the Parties and the assignment clause.
- 4.7 This clause 4 shall survive the termination of the Loan Agreement.

## **5. Cooling off**

- 5.1 The Customer has the right to cancel the Loan Agreement under section 19 of the Danish Credit Agreement Act (in Danish: kreditaftaleloven) or section 18 of the Danish Consumer Agreements Act (forbrugeraftaleloven). The Customer does not need to indicate any reason for cancellation.
- 5.2 The Customer shall exercise the right to cancel by sending the notice of cancellation within 14 days from the date of conclusion of the Loan Agreement or when the Customer receives the contractual terms and conditions, if this is later or from when the Customer received the mandatory information required by law in terms of the legislation mentioned in clause 5.1 (as further detailed in clause 5.3 below). If the 14-day period expires on a national holiday in Denmark, a Saturday, 5 June, 24 December or 31 December, the Customer may wait until the next business day to send the cancellation notice.
- 5.3 The mandatory information mentioned above refers to:
- (i) the type of credit;
  - (ii) the identity and address of the parties, as well as of any credit intermediary;
  - (iii) the duration of the credit agreement;
  - (iv) the total amount of the loan;
  - (v) the borrowing rate.

The indication of the borrowing rate must include the conditions and the period for its application and the way it is to be adjusted. Where the borrowing rate is dependent on an index or reference rate, these must be indicated. If the credit agreement provides for several borrowing rates, the information must be given for all of them;

- (vi) the annual percentage rate of charge;

- (vii) the total amount payable.

As regards points (vi) and (vii): the indication of the annual percentage rate of charge and the total amount payable must be stated, specifying the assumptions that are known at the time the credit agreement is concluded and that are used in the calculation of the annual percentage rate of charge.

- (viii) the amount, number and due date of each instalment.

If partial payments are planned, it must be stated in which order the outstanding claims of the creditor for the different borrowing rates apply, through which partial payments are repaid;

- (ix) in the case of a capital amortisation of a loan agreement with a fixed term, an indication of the borrower's right to receive a repayment schedule free of charge at any time during the entire term of the loan.

The amortisation table shall indicate the payments owing and the periods and conditions relating to the payment of such amounts; the table shall contain a breakdown of each repayment showing capital amortisation, the interest calculated on the basis of the borrowing rate and, where applicable, any additional costs; where the interest rate is not fixed or the additional costs may be changed under the credit agreement, the amortisation table shall indicate, clearly and concisely, that the data contained in the table will remain valid only until such time as the borrowing rate or the additional costs are changed in accordance with the credit agreement;

- (x) the conditions of disbursement
- (xi) all other costs, in particular in connection with the disbursement or the use of a payment instrument with which both payment transactions and withdrawals can be made, as well as the conditions, under which the cost can be adjusted;
- (xii) the default interest rate and the manner of its possible adjustment as well any delay costs incurred;
- (xiii) the name and address of the borrower;
- (xiv) the interest rate applicable in the case of late payments as applicable at the time of the conclusion of the credit agreement and the arrangements for its adjustment and, where applicable, any charges payable for default;
- (xv) a warning about the consequences of missing payments;
- (xvi) the existence or non-existence of a right of withdrawal, the period and other circumstances for declaring withdrawal, and an indication of the borrower's obligation to repay the credit already disbursed and to pay interest; the amount of interest payable per day must be indicated;
- (xvii) the right of early repayment, the procedure for early repayment, as well as, where applicable, information concerning the creditor's right to compensation and the way in which that compensation will be determined;
- (xviii) the procedure to be followed for terminating the credit agreement;
- (xix) whether or not there is an out-of-court complaint and redress mechanism for the consumer and, if so, the methods for having access to it;
- (xx) all other terms and conditions relevant for the loan agreement;



- (xxi) the name and address of the competent authority;
  - (xxii) the name and address of the loan intermediary involved
- 5.4 The right to cancel can be exercised by simple notice identifying the Customer and expressing the intent to cancel within the time frame aforementioned . The Customer shall send the notice to SweepBank's email address (as provided above), or, should the Customer wish to send the simple notice by post, to SweepBank's physical address provided above. The Customer shall provide the following information in the notice of cancellation: (a) Name and surname, (b) CPR number (c) a statement showing an explicit intent to cancel the Loan Agreement and (d) date of the notice.
- 5.5 If the Customer does not exercise the right to cancel, the Customer shall be bound by the terms and conditions of the Loan Agreement. If the Customer exercises the right of cancellation, the Loan Agreement will be considered not to have been concluded. In such case, the Customer must settle the Loan principal amount together with interest due thereon calculated at the daily rate indicated in the Specific Terms from the day that the Customer has received the Loan to the repayment date (date when SweepBank received full repayment) without undue delay, but not later than thirty (30) calendar days from giving notification.

## **6. Amendment to Loan Agreement**

- 6.1 SweepBank is entitled to change these Standard Terms without prior notice and with immediate effect if the changes are to the Customer's benefit.
- 6.2 SweepBank is entitled, subject to 90 days' notice, to change its interest rate, charges and fees to the Customer's detriment. Notwithstanding the aforesaid, SweepBank is entitled to reasonably change its interest rate, charges and fees with a notice period of 30 days provided that such changes are caused by the following circumstances or factors beyond SweepBank's control: if the official discount rate of the Danish central bank changes, statutory provisions, regulatory measures or similar events occur, if they increase SweepBank's administrative and similar costs of providing the services which the charge or fee concerns or other administrative and similar services for which no charges or fees have so far been payable.
- 6.3 The Customer will be notified of any changes to charges or fees by e-mail and via the Website.
- 6.4 The Customer may reject changes by terminating the Loan Agreement within the notice period. In such a case all amounts due under the Loan Agreement shall fall due immediately upon termination.

## **7. Liability and Force Majeure**

- 7.1 A Party's obligations in terms of these Standard Terms shall be suspended for such period during which that Party is prevented from complying with its obligations due to Force Majeure, provided that such Party:
- (a) has notified the other Party of the existence of such Force Majeure,
  - (b) does everything in a Party's power to comply with the obligations in terms of the Loan Agreement notwithstanding the existence of Force Majeure; and
  - (c) fulfils the obligations once the Force Majeure event has ceased to exist, within the time specified by the other Party.

- 7.2 For the avoidance of doubt, Force Majeure shall only suspend a Party's obligation in so far as it is impossible for the Party to perform the same and must in no case excuse such Party from the obligation to perform other obligations in terms of the Loan Agreement. **Force Majeure** means an event that is unpredictable and beyond the Parties' control, e.g. strike, legislative restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar circumstances causing impossibility in fulfilling the obligations arising from the Loan Agreement but shall not include termination of employment or other conditions effecting the Customer's capacity to repay the Loan or other amounts due to SweepBank. Any other loss or damage that has occurred as a result of SweepBank's inability to perform its obligations due to Force Majeure shall not be made good by SweepBank if SweepBank has acted with ordinary care.
- 7.3 SweepBank will have no liability for any loss or damage arising out of inaccurate or incorrect information provided by the Customer.
- 7.4 In addition, SweepBank will have no liability for any loss or damage arising out of internet connection failures or downtime making its website unavailable to the Customer. In addition, SweepBank will have no liability for any loss arising out of failures, errors, etc. on its Website or mobile application.
- 7.5 SweepBank will have no liability for any indirect loss or damage arising out of the Customer's use of the Website or mobile application or any of the services provided on the Website or mobile application.
- 7.6 For any losses other than those excluded above, SweepBank may incur liability only in accordance with the general law of damages.

## **8. Data Protection**

- 8.1 The Customer acknowledges that SweepBank collects and processes the Customer's personal data in accordance with the guidelines Principles of Processing the Personal Data of Clients which are published on the Website as well as on the basis of any consent given for such processing, when this is required by applicable law.
- 8.2 The Customer must inform SweepBank immediately and within no later than one working day if there has been any change to the data provided to SweepBank.

## **9. Governing law and settlement of disputes**

- 9.1 The Loan Agreement between SweepBank and the Customer is governed by Danish law.
- 9.2 The Customer can only bring proceedings against SweepBank in the Member State of the European Union where the Customer is domiciled or in Malta. SweepBank can bring proceedings against the Customer in the Member State of the European Union where the Customer is domiciled (Copenhagen City Court, if the Customer is domiciled in Denmark). Both parties may bring a counterclaim in the court where the original claim is pending.
- 9.3 This provision shall survive the termination of the Loan Agreement.

## **10. Complaints**

- 10.1 In case the Customer has any complaints, the Customer is entitled to file them directly with Sweep-Bank, using the contact data provided in the Specific Terms or on its Website. The Parties shall try to settle complaints by negotiations. If negotiations fail, then the Customer shall file the complaint in writing (including email), specifying therein: (a) name, surname, address of the place of residence and contact information; (b) date of submission of the complaint letter and (c) the nature of the conflict, the claim and substantiation thereof. The Customer must enclose copies of documents certifying the transaction as well as other documents substantiating the complaint (if possible). An electronically submitted complaint does not require a signature. SweepBank will provide a reply (either by email or post) to the Customer within 30 days from the day of receipt of the submission. If it is not possible for SweepBank to reply within 30 days due to objective reasons, SweepBank will inform the Customer of this without undue delay, specifying a reasonable time period within which the reply will be provided and giving the reason why this extension is necessary. If SweepBank refuses the Customer's request, SweepBank will provide the reasons for such refusal. If SweepBank does not provide a reply within the time period specified herein, it is to be considered that Sweep-Bank has refused the Customer's request.
- 10.2 If the Customer is not satisfied with the result, the Customer may lodge a complaint in writing with the Office of the Arbiter for Financial Services, at: The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju Floriana FRN 1530, Malta or [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

## **11. Assignment**

- 11.1 SweepBank has the right to assign its rights and obligations in relation to the Loan Agreement to a third party, without the Customer's consent. SweepBank will inform the Customer of such assignment, by any means of notification specified in clause 12 of these Standard Terms, except where it, by agreement with the assignee continues to service the credit towards the Customer.
- 11.2 The Customer is not entitled to assign its rights and obligations in relation to the Loan Agreement to a third party.
- 11.3 This provision shall survive the termination of the Loan Agreement.

## **12. Communications**

- 12.1 By concluding the Loan Agreement, the Customer agrees that all relevant notices and other communications can be sent electronically, including to the Customer's personal e-mail, , text message on the phone or via other mobile applications. The notices delivered in the aforementioned manner are considered received on the same date on which they were sent, with the exception of any communications sent by post which are be considered received five working days from when they have been sent. In case the requirements change, the Customer will be notified thereof.
- 12.2 During the term of this Loan Agreement the Parties will communicate in Danish and/or English.

### 13. Warranties

- 13.1 By submitting an application to enter into the Loan Agreement, the Customer acknowledges, warrants, undertakes and agrees that the Customer:
- (i) has provided true, correct and complete information to SweepBank and that the Customer will inform SweepBank without undue delay whenever there is a change to the information provided or in the event that the Customer notices that any information submitted was erroneous or otherwise untrue, incorrect or incomplete;
  - (ii) that the bank account provided to SweepBank for disbursement purposes as well as the bank account and/ or debit card used for repayment purposes are held in the Customer's own name with a reputable bank established in the European Union. The Customer acknowledges and accepts that in case of change in personal bank account details the Customer may be requested to verify such details in the manner required by SweepBank;
  - (iii) has received the Loan Agreement and the SECCI on a durable medium;
  - (iv) has entered into this Loan Agreement of the Customer's free will and has not concluded the Loan Agreement under threat, duress, or in distress or under strikingly unfavourable conditions with regard to personal and financial circumstances;
  - (vi) is not a Politically Exposed Person. For the purposes of this clause a Politically Exposed Person is a person who is or has been entrusted with prominent public functions, (other than middle ranking or more junior officials), including (a) Heads of State, Heads of Government, Ministers, Deputy or Assistant Ministers, and Parliamentary Secretaries; (b) Members of Parliament or similar legislative bodies; (c) Members of the governing bodies of political parties; (d) Members of superior, supreme, and constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; (e) Members of courts of auditors or of the boards of central banks; (f) Ambassadors, charges d'affaires and high ranking officers in the armed forces; (g) Members of the administrative, management or supervisory boards of State-owned enterprises; (h) Anyone exercising a function equivalent to those set out in paragraphs (a) to (f) within an institution of the European Union or any other international body; family members of persons exercising functions set out in paragraphs (a) to (h) i.e. the spouse, or equivalent of a spouse; the children and their spouses or persons equivalent to spouses and the parents; and/or persons known to be close associates to persons exercising functions set out in paragraphs (a) to (h) i.e. persons who have joint beneficial ownership of a body corporate or other legal arrangement or other close business relations with such persons or a person who has sole beneficial ownership of a body corporate or any other form of legal arrangement that is known to have been established for the benefit of a person exercising functions set out in paragraphs (a) to (h). In case the Customer becomes a politically exposed person, a family member or a close associate of a politically exposed person or in case of other changes to the Customer's personal data, the Customer must inform SweepBank immediately, and in any case within one working day.

- (vii) has not obtained the Loan for the benefit of or on behalf of somebody else. However, if the Customer is obtaining the Loan or otherwise acting on behalf of a third party, the Customer must inform SweepBank immediately. In such case, SweepBank may, at its discretion, refuse to enter into the Loan Agreement, terminate a Loan Agreement or grant the Loan subject to additional, measures with respect to the Customer and his or her principal;
- (viii) has evaluated the need for funds and evaluated his or her capacity to repay the Loan, there are no collection procedures initiated against the Customer, the Customer is not a defendant in a civil case on debt collection as well as is not involved in any case that may affect the Customer's solvency.

13.2 Without prejudice to the other rights or remedies of SweepBank, the Customer will indemnify and hold harmless SweepBank against any damages or liabilities, which SweepBank may incur as a result of or in relation to any breach of the warranties contained in this clause or any of the Customer's obligations under this Loan Agreement. This does not apply if the Customer is not responsible for the breach of duty.

**14. Other Provisions:**

- 14.1 SweepBank has the right to choose not to enforce any of the provisions of the Loan Agreement at any time and this is not to be construed as a waiver of any such provision and will not affect the validity of the Loan Agreement or any part thereof or SweepBank's right to enforce any provision in accordance with its terms.
- 14.2 SweepBank warns the Customer that short term borrowing may carry with it certain risks since it is designed to suit liquidity needs over short periods of time and may carry higher interest rates than long term borrowing. Consequently, using short term borrowing over long periods of time and to address long term financial needs may lead to increased financial pressures.
- 14.3 The Loan Agreement shall be provided in English with a Danish translation. The English text shall be legally binding and decisive. The Danish translation is for convenience only and in case of disputes, the English language shall prevail.
- 14.4 In case of any conflict between these Standard Terms and the provisions of the Specific Terms, the provisions of the Specific Terms shall prevail.

Date: 05.11.2021

**Appendix 1**

Tariff of Fees	
Payment Holiday fee	150 DKK for each payment holiday granted
Rescheduling fee	150 DKK
Reminder Letter fee	100 DKK for each letter
Copy of loan contract	175 DKK