

# SweepBank General Terms and Conditions

The Agreement between you and Multitude Bank p.l.c. (SweepBank) is made up of these General Terms and Conditions (hereinafter GTC), the following Schedules to the extent that you have subscribed and been granted the relative Services and the List of Prices and Services (hereinafter collectively the "Agreement").

- Schedule A – Conditions for the SweepBank Current Account and SweepBank Savings Account).
- Schedule B – Conditions for the SweepBank Debit Card
- B.1 Conditions for the Use of SweepBank Debit Card through Apple Pay
- B.2 Conditions for the Use of SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments
- Schedule C – Conditions for Payments and Credit Transfers
- Schedule D – Conditions for Mobile Banking
- Schedule E – Conditions for SweepBank Term Deposit
- Schedule F – Definitions
- List of Prices and Services
- Depositor Information Sheet

## BASIC RULES GOVERNING THE CUSTOMER RELATIONSHIP BETWEEN YOU AND SWEEPBANK

### 1. SCOPE OF APPLICATION AND AMENDMENTS OF THESE GTC AND THE SCHEDULES

#### (1) Scope of application

(1.1) To enter into the Agreement, you must submit an Application including all required details and documentation on the dedicated section of the Website or on the SweepBank Mobile App or through the manual onboarding process established by SweepBank. During the Application process SweepBank will identify you by means of online bank user credentials or a mobile certificate.

(1.2) During the Application process you shall receive a copy of the draft the Agreement together with the relevant Schedules. By ticking the appropriate boxes or signing the Agreement, you declare to have read and understood and to accept the Agreement and the Depositor Information Sheet.

(1.3) At any time during the business relationship with SweepBank, an updated copy of the Agreement, including these GTC, applicable Schedules and the List of Prices and Services, shall be made available to you on durable format (e.g. PDF) on the dedicated section of the Website or on SweepBank Mobile App. You shall also have the right to receive a copy on request, by contacting SweepBank Customer Support at [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com) or through your Mobile Account.

(1.4) By submitting the Application, you acknowledge, confirm and warrants that you:

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

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

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

(1.4.4) was provided with the Agreement in a durable medium;

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

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

(1.4.7) are not a Politically Exposed Person and that you shall inform SweepBank within 24 hours upon becoming a Politically Exposed Person;

(1.4.8) are not obtaining the Services for the benefit of or on behalf of somebody else. If you are acting on behalf of another person, you shall inform SweepBank immediately, and declare that you understand that additional measures will have to be applied. You also accept that SweepBank may refuse to enter into the Agreement or to provide you any or all Services or may impose additional conditions on both you and your principal when granting such Services.

(1.4.9) will make good any damage caused by any breach of any of the warranties contained in this clause or any of your obligations in terms of the Agreement.

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

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

## **(2) Products and Services**

### **(2.1) SweepBank Current Account**

The SweepBank Current Account is a free mobile payment current account and bears interest in accordance with the List of Prices and Services. In the Sweep Bank Current Account you can deposit funds from other credit institutions, as well as transfer money to your own accounts with SweepBank or other credit or financial institutions. For more information on the SweepBank Current Account, please refer to Schedule A. You can only have one current account with SweepBank.

### **(2.2) SweepBank Savings Account**

You may be also offered the possibility to apply for a maximum of 5 (five) SweepBank Savings Accounts. You can only have a SweepBank Savings Account if you have a SweepBank Current Account. The SweepBank Savings Account is an online saving account into which you can deposit funds from your SweepBank Current Account. You can also transfer funds from your SweepBank Savings Account to your SweepBank Current Account. SweepBank Savings Account will yield interest at a rate that will be determined by SweepBank from time to time. The applicable rates can be obtained from the List of Prices,

from the SweepBank Website, your SweepBank Mobile Account or from the SweepBank Customer Support Centre. For more information on SweepBank Savings Account, reference should be made to Schedule A.

### (2.3) SweepBank Debit Card

The SweepBank Debit Card shall be issued by SweepBank upon the successful opening of the SweepBank Current Account. Once activated, the SweepBank Debit Card allows you to perform:

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

For more information on the SweepBank Debit Card, reference should be made to Schedule B, Schedule B1, Schedule B2 and Schedule B3 (not available until further notice).

### (2.4) SweepBank Term Deposit

The SweepBank Term Deposit is an online fixed-rate and fixed-term deposit account. In order to be able to open a SweepBank Term Deposit you must first have a SweepBank Current Account. For more information on the SweepBank Term Deposit, reference should be made to Schedule E.

## **(3) Amendments**

(3.1) SweepBank reserves the right to amend in full or in part at any time for any reason at SweepBank sole discretion the GTC, and/or Schedule A to Schedule F as well as the List of Prices and Services.

(3.2) For example, typically (but not exclusively), SweepBank may make changes for security, legal, regulatory or market reasons or changes in internationally accepted banking practice. The said updates will, in the absence of exceptional circumstances, be provided by SweepBank in a durable medium and no later than two (2) months before their proposed date of application, unless the changes are favourable for you or unless the changes are required due to a change in relevant legislation or regulations and SweepBank is prevented from giving you two months' notice. In those circumstances, SweepBank will give you as much prior notice as possible. Changes in exchange rates or reference rates may be applied immediately and without prior notice, provided that such changes are based on the Mastercard foreign exchange rates for card Credit Transfer or are more favourable to you than the previous rates. SweepBank shall notify you of the changes to the exchange rate or reference rate at the earliest opportunity in a durable medium.

(3.3) SweepBank will notify you of the changes referred above through the message centre on your SweepBank Mobile Account or by means of an email. Unless you reject such changes before the proposed date of entry into force of the changes by exercising the rights to termination as further specified in clause 11(3) below, you are considered to have accepted them.

(3.4) Any amendments to the provisions relative to the Services under Schedule B.1 - Conditions for the Use of SweepBank Debit Card through Apple Pay, Schedule B.2 - Conditions for the Use of SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments and Schedule B3 - Conditions for the Use of SweepBank Debit Card through Google Pay (the latter is not available at the moment – for further information, please contact SweepBank) shall be governed under the provisions of the relevant Schedule.

## **2. Banking secrecy and disclosures**

### (1) Banking Secrecy

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

## (2) Disclosures

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

## (3) Data Protection

You acknowledge that SweepBank shall collect and process your Personal Data in accordance with the Privacy Policy which is published on the Website and/or available on the SweepBank Mobile App. Your rights to opposition and erasure of data as specified in the Privacy Policy only have effect "*pro - futuro*" both to terminate the business relationship between you and SweepBank, and for the future sending of advertising material or other future processing of data.

# 3. Liabilities, Waiver and Assignment

## (1) Disturbance of Business and Force Majeure

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

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

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

## (2) Waiver

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

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

## (3) Assignment

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

## (4) Liability

You shall be liable for all damage arising from (1) your breach of law or this Agreement or (2) SweepBank's inability to transmit a payment because (i) there are insufficient funds in your SweepBank accounts to execute the Credit Transfer, or (ii) the account agreement has expired or (iii) use of the account has been prevented.

SweepBank's liability to you for direct damage to property arising from SweepBank's breach of the Payment Services Act or the Agreement when executing a Credit Transfer shall be limited to the necessary expenses incurred by you in investigating the error or neglect and lost interest. SweepBank shall not be liable to compensate you for direct losses unless you notify SweepBank within a reasonable time from becoming aware of such loss or from when you should have reasonably detected it, whichever occurs earlier. If the payment occurs in the EEA or in a currency used in the EEA, in addition to the above.

SweepBank is not liable for any indirect loss suffered by you or a third party, including loss of income or profit or unforeseeable losses, even if made as a result of an error or simple negligence in the payment transmission.

You must take all reasonable measures to limit the loss. Otherwise, you shall be liable for the loss in proportion to your failure to limit the loss. Damages payable may be adjusted if the amount is unreasonable in view of the breach, your possible contribution to the loss, the amount of consideration paid for the service, SweepBank's possibility to foresee the loss and prevent it from occurring, and any other relevant circumstances.

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

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

#### **5. Right of disposal in case of your death**

In case of your death, upon certification of your heirs' inheritance rights, your heirs shall submit a document(s) (certificate of succession) confirming their rights to legacy bequeathed by you and complying with the requirements of legislation of Finland or other applicable legislation, as well as their identity documents. SweepBank shall be entitled to verify the authenticity, validity and completeness of submitted documents at the expense of such persons. Based on the submitted documents, SweepBank shall disburse/transfer your funds held with SweepBank to the heirs.

## INFORMATION AND COMMUNICATION

### 6. Periodic balance statements for SweepBank Accounts

You agree that SweepBank will provide you with a monthly electronic Statement of SweepBank Account/s available on your SweepBank Mobile Account free of charge and in English language. You may at any time demand that the SweepBank provides, without undue delay, information about individual Credit Transfer debited from your SweepBank Account after the individual Credit Transfer is debited. You may request SweepBank 's Customer Support Centre to send you a hard copy of the Statement subject to the charge specified in the List of Prices and Services.

Furthermore, you also agree that SweepBank will also provide a yearly Statement of fees for the SweepBank Current Account available on your SweepBank Mobile Account free of charge and in English language.

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

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

### 7. Communication

You shall provide SweepBank with specific instructions or information about your Profile and/or SweepBank Mobile Account through the SweepBank Mobile App or by contacting SweepBank 's Customer Support Centre. SweepBank will contact you through the message centre in your SweepBank Mobile Account, by email, by post or by phone. SweepBank can be reached through the message centre in your Mobile Account, by contacting SweepBank Customer Support Centre or via post at Multitude Bank p.l.c s address. Such notice will only be effective as from that time that SweepBank receives it and verifies the authenticity of the notice. Any notice sent by SweepBank to you through the SweepBank Mobile Account or through the email address which you have communicated to SweepBank will be binding on you upon receipt. 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 shall be considered received ten calendar days after they are sent. If you do not inform SweepBank about a change in your mailing address and, as a result, mail is returned to SweepBank , SweepBank may restrict your access to your SweepBank Mobile Account until SweepBank receives satisfactory proof of your new email address.

### 8. About SweepBank

Multitude Bank p.l.c. (SweepBank) is a public limited company, registered under the laws of Malta in the Malta Business Registry with number C56251, with its registered address at ST Business Centre, 120 The Strand, Gzira GZR 1027, Malta. Telephone Number: +358941556055, e-mail address [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com).

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

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

## YOUR DUTY TO COOPERATE

### 9. Your duty to cooperate

#### (1) Notification of changes

You shall notify SweepBank without delay of any changes in your personal details and address, as well as the termination of, or amendment to, any powers of representation towards SweepBank conferred to any person (in particular, a power of attorney). This notification duty is also mandatory where the powers of representation are recorded in a public register (e.g. the Commercial Register) and any termination thereof or any amendments thereto are entered in that register. Further notification requirements may arise from other legislation, in particular from the Maltese legislation on Money Laundering (Prevention of Money Laundering Act (Cap. 373 of the Laws of Malta), the Prevention of Money Laundering and Funding of Terrorism Regulations, as well as Sub-Title IV A of the Criminal Code (Cap. 9 of the Laws of Malta).

#### (2) Clarity of orders

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

#### (3) Collaboration duties.

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

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

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

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

You must notify SweepBank immediately if the Statements or the statements of fees are not received. The duty to notify SweepBank also exists if other advices expected by you are not received (e.g. securities transaction settlements, account statements after execution of your orders or regarding payments expected by you).

## COST OF BANK SERVICES

### 10. Fees applying to the Services

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



## TERMINATION AND WITHDRAWAL

### 11. Term of the Agreement

The Agreement is in force until further notice, unless otherwise stipulated in the relevant Schedule.

#### 11.1 Your Termination rights

##### (1) Right of termination without cause

You may at any time, subject to a thirty (30) day notice period, terminate (a) the Agreement or (b) Schedule B1 or (c) Schedule B2 by contacting the SweepBank's Customer Support Centre or by sending SweepBank a message through your SweepBank Mobile Account, unless another method for termination is stipulated in the relevant schedule. Such termination shall be free of charge.

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

You may terminate a) the Agreement or (b) Schedule B1, or (c) Schedule B2 with a written and signed notice with immediate effect if there is reasonable cause there for, as specified in the relevant Schedule or these GTC, which makes it unacceptable for you to continue it, also after giving consideration to the legitimate concerns of SweepBank. Any other legal termination rights available to you under statutory law shall not be affected.

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

(3.1) In addition to the termination rights specified above, if you do not accept the amendments proposed under clause 1 (3.1) above to the GTC, and/or Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, and the List of Prices and Services, you must, without delay terminate all Schedules. Such termination shall be free of charge.

(3.2) Specific provisions on termination shall apply to the Services under Schedule B1, Schedule B2 and/or Schedule B3 (if available).

##### (4) Consequences of termination

Upon termination of the Agreement, SweepBank will transfer any balance and interest (after deducting any due amount, where applicable) as well as any other outstanding fees, charges and/or interests due until the closure, in accordance with this Agreement and to the extent permitted by mandatory applicable law, to an account of your choice held in your name after deducting amounts due and payable to SweepBank in terms of the Agreement. For transfers directed to a SEPA account, SweepBank shall not deduct from the balance and interests due in your favour any additional fee for processing the relevant transfer. For transfers directed to an account outside of SEPA, SweepBank shall deduct from the balance and interests due in your favour the additional fee as applicable and sustained by SweepBank for processing the relevant transfer. Additional fees might be applied by the receiving credit institution.

Upon termination according to clause 11.1 (1) above, SweepBank will also provide you with Statements covering a period of at least thirteen (13) months.

Any regular charges for services due to Sweepbank will be payable by you only on a pro rata basis up to the termination of the Agreement. If such charges were paid by you in advance, such charges shall be reimbursed proportionally.

Specific provisions on termination under the relevant Schedules, shall also find application.

#### 11.2 Your Right of Withdrawal

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

### 12. Termination rights of SweepBank

#### (1) Termination upon notice without cause



SweepBank may at any time, subject to two months' notice period, terminate either (a) the Agreement in whole or (b) Schedule E or (c) Schedule B1 or (d) Schedule B2 by notifying you in a durable medium.

## (2) Termination upon notice

SweepBank has the right to immediately terminate either (a) the Agreement (b) Schedule E or (c) Schedule B1, or (d) Schedule B2, upon written notice, if there is reasonable cause which makes it unacceptable to SweepBank to continue the business relations, also after having given consideration to your legitimate concerns. 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 SweepBank's decision concerning the entering into the Agreement or other operations involving risks for the SweepBank (e.g. the opening of an Account, the delivery of a payment card), or
- in any of the events set out in the relevant AML/CFT Law (including the Law on the Prevention of Money Laundering and Terrorism Financing), or;
- if you are declared insolvent and/or bankrupt, or;
- in the case of a material breach by you under the Agreement. A material breach shall include, a breach of any of the warranties provided by you in these GTC (for example, warranties included in clause 1.4.1, 1.4.2, 1.4.7, 1.4.8 and 1.5), due to your non-performance of any payment obligation in breach of the Agreement, or in any clause stipulated in any of the Schedules.
- Other instances where SweepBank can exercise termination rights due to a material breach are specified in the GTC or the relevant Schedules as follows: Schedule A, clause 1.5; Schedule B, clauses 1.2, 1.3, 1.4, 1.5, 1.7, 2.1, 3.1, 3.4, 3.5, 3.6, and 5.5; Schedule C, clause 1.9; Schedule D, clauses 6.2, 6.3, 6.4.2, 6.4.5 and 7.1.

## (3) Closing your Accounts

3.1. SweepBank reserves the right to immediately suspend the provision of any of the Services and/or immediately close your Accounts as described at paragraph (3) above, should certain circumstances be deemed by SweepBank to have become exceptional. Examples of these circumstances would be if:

- SweepBank reasonably believes that you are no longer eligible to hold the Accounts (e.g. if you have a record of fraud or if you do not comply with the requirements set at point 1.5 of Schedule A - Conditions for the opening of the SweepBank Current Account and SweepBank Savings Account); or
- SweepBank reasonably believes your conduct, relating to any one or more of the Accounts, is untenable because in breach with this terms and conditions; or
- you have not met SweepBank 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 lists used by SweepBank for sanctions screening purposes including EU, UN, UK (Including the Office of Financial Sanctions Implementation covering the HM Treasury (OFSI) and US (including OFAC) sanctions list.
- SweepBank reasonably suspects that you or someone else are using the account illegally or fraudulently; or
- you have at any point in time provided SweepBank with false information; or
- you have refused or ignored to provide specific information requested by SweepBank based on applicable law or the Agreement, or failed to complete and send to SweepBank specific confirmations or declarations needed for Compliance reasons; or
- you received a warning notice by SweepBank that you are in breach of any of these terms and conditions or of any other of SweepBank terms and conditions that apply to your business relationship or transactions with SweepBank and you did not provide any solution or remedy acceptable to SweepBank within the time frame stipulated by SweepBank ; or
- SweepBank is expressly requested by relevant competent authorities to close your Accounts or a category of accounts including your Accounts.

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

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

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

#### (4) Dormant Accounts

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

## PROTECTION OF DEPOSITS

### 13. Deposit Protection Fund

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

Multitude Bank p.l.c. (SweepBank) is a member of the 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 SweepBank is unable to meet its obligations towards you or has 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 SweepBank), subject to the limitations imposed by the Scheme. In any such event, SweepBank's net liability towards you is the aggregate of all accounts in your name in euro or other currency, less any amounts due to SweepBank (such as loans).

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

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

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

For further information about the Scheme (including the amounts covered and eligibility to claim) please call the SweepBank Customer Support Centre, contact SweepBank through the message centre or refer to the: Compensation Schemes Management Committee c/o Malta Financial Services Authority, Imdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. SweepBank shall be entitled to disclose to the Deposit Protection Fund or to its mandatory all relevant information and to place necessary documents at their disposal.

## OMBUDSMAN SCHEME

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

In case you have any complaints, you are entitled to file them directly with SweepBank, using the contact data provided in clause 7 above or on its Website. Complaints shall be settled by negotiations. If negotiations fail, then 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) date of submission of the complaint letter (c) the nature of the conflict, your claim and substantiation thereof and (d) an indication that you are a natural or legal person and a payment service user, (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 Transactions as well as other documents substantiating the complaint (if possible). An electronically submitted complaint shall not require a signature. SweepBank shall 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 submit a complaint to any of the following entities: (1) Consumer Disputes Board as per the procedure found at <https://www.kuluttajariita.fi/en/index/valituksenteko.html/> <https://www.kuluttajariita.fi/fi/index/valituksenteko.html> (2) the Consumer Ombudsman as per the procedure found at <https://www.kkv.fi/en/consumer-advice> or <https://www.kkv.fi/kuluttajaneuvonta>, (3) the Finnish Competition and Consumer Authority ([www.kkv.fi](http://www.kkv.fi)) as per the procedure found at <https://www.kkv.fi/en/consumer-advice> or <https://www.kkv.fi/kuluttajaneuvonta>, (4) the European Consumer Centre Finland ([www.ecc.fi](http://www.ecc.fi)) as per the procedure found at <https://www.ecc.fi/en/about-us/advice-in-problem-situations/> or <https://www.ecc.fi/Tietoa-meista/valituksen-tekeminen/> or (5) in writing, to 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). Freephone (local calls): 8007 2366 and Telephone: 2124 9245. SweepBank shall assist the Office of the Arbiter to cooperate effectively with other relevant authorities for the resolution of cross-border disputes concerning the rights and obligations arising under the EU Directive 2015/2366.

Any of these entities may request that you first direct your complaints to SweepBank before filing a complaint with them.

If it is not possible for SweepBank to reply within 15 Business Days due to objective reasons, SweepBank shall inform you of this without delay, specifying a reasonable time period (not exceeding 35 Business Days) within which the reply shall be provided and giving the reason why this extension is necessary. If SweepBank refuses your request it shall provide reasons for such refusal. If SweepBank does not provide a reply within the time period specified herein, it shall be considered that SweepBank has refused your request.

## INTERPRETATION

### 15. Interpretation

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

- The nullity, invalidity, absence of binding force or un-enforceability of any of the provisions of this Agreement does not entail the nullity, invalidity, absence of binding force or un-enforceability of the other provisions, which shall retain their full effect.
- The Agreement shall be provided in English and Finnish and the English version of the Agreement shall prevail in the case of any conflict between the two versions. You agree that information under or relating to the Agreement will be supplied in Finnish and/or English. With your consent, we intend to communicate in Finnish and/or English during the duration of the Credit Agreement.
- In case of conflict between a specific Schedule and the GTC, the provisions of the specific Schedule shall apply to the particular product or service regulated by such Schedule.

## GOVERNING LAW

### 16. Governing Law and Jurisdiction

- (1) The Agreement shall be governed by Finnish Law.

(2) You may only bring proceedings against SweepBank in the Member State of the European Union where you are domiciled or in Malta. SweepBank may bring proceedings against you in the Member State of the European Union where you are domiciled. Both parties may bring a counter-claim in the court where the original claim is pending.

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

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

### **1.1 The SweepBank Current Account**

You can manage the SweepBank Current Account exclusively on the SweepBank Mobile App on a daily basis.. The credit amount is available daily without notice.

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

You may have one SweepBank Current Account.

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

The SweepBank Current Account can be denominated in EUR, and additionally might be denominated in a number of currencies, as periodically published by SweepBank in the updated List of Prices and Services, and upon the successful conclusion of the customer on-boarding process the SweepBank Current Account will automatically be opened by SweepBank in your name.

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

### **1.2 The SweepBank Savings Account**

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

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

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

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

### **1.3 Prices**

The opening and management of the SweepBank Current Account and the SweepBank Savings Account is free of charge. You shall bear your own costs and any applicable third-party costs (e.g. postage) yourself.

### **1.4 Notice regarding the taxes payable by you**

SweepBank will not withhold any taxes on your behalf. You are obliged to pay taxes to its respective tax authority. If your tax residency circumstances change, please inform SweepBank immediately by calling the SweepBank Customer Support Centre or through the message centre on your Mobile Account.

SweepBank does not offer tax advice. If you have any questions, you should contact the relevant competent tax authority or your tax advisor.

### **1.5 Reservation of service**

The accounts are only managed by SweepBank for consumers, i.e. only for natural persons who open an account for a purpose that serves neither commercial nor one's independent professional activity but only personal purposes. The Accounts are not available for trusts, companies and other bodies corporate or charities.

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

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

The SweepBank Accounts shall be kept for your own account. SweepBank will does not accept persons to open SweepBank Accounts on behalf of another person.

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

You accordingly understand that the Accounts can only be used for Credit Transfers that you conduct in your own name and on your own behalf, and that you concurrently bind yourself not to use the Accounts for the benefit of another person. Entrusting access or use of the SweepBank Accounts to a third party is prohibited and may lead to the termination of the business relationship with SweepBank and the termination of the Agreement.

### **1.6 Interests, Payment and fulfilment of the contract**

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

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

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

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

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

#### **1.6.1 Duration of the agreement**

This Schedule A – Conditions for the opening of the SweepBank Current Account and SweepBank Savings Account - is being entered into for an indefinite period of time and is not subject to any minimum term.

### **1.7 Minimum term of the agreement**

No minimum term is agreed to for the SweepBank Current Account and SweepBank Savings Account. If the SweepBank Savings Account serves as a clearing account for a SweepBank Term Deposit, such Account must remain open until the duration of the SweepBank Term Deposit.

### **1.8 Daily Credit Transfer Limits**

You may set-up daily Credit Transfer limits on Credit Transfers carried out through the SweepBank Mobile App through your SweepBank Mobile Account. As a fraud prevention measure and/or if your Account has been opened recently or in the event that circumstances arise which in SweepBank's opinion cause or may cause you to breach this Agreement, the daily Credit Transfer limits may be changed by SweepBank as it deems appropriate in the circumstances. Information about these limits may be obtained from SweepBank website, your SweepBank Mobile Account, or SweepBank Customer Support Centre.

## **2. Account opening**

2.1 The prerequisite to open and operate any of the SweepBank Accounts through the SweepBank Mobile App is a smartphone (iPhone or Android) which is linked to your SweepBank Accounts and which fulfils the respective minimum requirements as specified under item "SweepBank Bank App" available under the FAQs on the Website.

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

2.3 The SweepBank Account opening process will only be completed once all SweepBank Account opening checks have been satisfactorily carried out by SweepBank. In some cases, such as, but not limited to, where suspicions have arisen on the identity of the applicant, or where the applicant falls outside the risk policies of SweepBank, when you do not comply with the conditions for opening the SweepBank Account, SweepBank may reject your application to open the SweepBank Account. In these circumstances, you will not be treated as having opened a SweepBank Account.

2.4 Once the SweepBank Account opening process is successfully completed, the SweepBank Account shall be activated.

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

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

3.2 Your Accounts can be further credited by using the account top up feature ("Top Up Feature").

The Top Up Feature allows you to add funds to your Accounts instantly through the card you selected in the relevant section of the SweepBank Mobile App as the one from which the Accounts are going to be topped up. SweepBank Debit Card and SweepBank Credit Card cannot be used for performing the Top Up Feature.

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

## **4. Confirming Payment Transactions on SweepBank Accounts**

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

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



## 5. Payment Transactions Summary

5.1 A Payment Transactions summary showing details for transactions made (including Cash 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 SweepBank Mobile Account. This will show transactions as they have been processed and will be stored on SweepBank systems.

## 6. Right of Withdrawal

6.1 You have the right to withdraw from this Schedule A within fourteen (14) days as of the conclusion of the Agreement or from the day when you receive the contractual terms and conditions and information mandatorily required in terms of laws and regulations on consumer financial contracts, if that day is later. You are not obliged to indicate any reason for withdrawal.

6.2 Your exercise of the right of withdrawal from this Schedule A implies your intention to withdraw also from Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule C, Schedule D, and Schedule E.

Therefore, upon your exercise of the right of withdrawal, the Agreement would be considered not to have been concluded.

If you do not exercise the right of withdrawal, you shall be bound by this Schedule A along with Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule C, Schedule D and Schedule E (if applicable).

6.3 The right of withdrawal from this Schedule A must be exercised with a notice to be sent either via (i) Mobile Account or (ii) email to [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com). The notice must include at least: (a) your name; (b) your identification code; (c) a statement showing an explicit intent to withdraw from the Agreement or from the relevant Schedule from the affected Service; (d) the undertaking to repay any due amounts (where applicable) as well as any other outstanding fees, charges and/or interests due until the closure owed to SweepBank without undue delay and no later than thirty (30) running days after giving notification.. The notice must include at least: (a) your name; (b) your identification code; (c) a statement showing an explicit intent to withdraw from the Agreement or from the relevant Schedule from the affected Service; (d) the undertaking to repay any due amounts (where applicable) as well as any other outstanding fees, charges and/or interests due until the closure owed to SweepBank without undue delay and no later than thirty (30) running days after giving notification.

## Schedule B – Conditions for SweepBank Debit Card

### 1. The SweepBank Debit Card

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

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

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

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

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

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

i) NFC payments through either your SweepBank Debit Card in contactless mode, your SweepBank Debit Card in virtual mode made available on the relevant section of your SweepBank Mobile App (so called "Sweep Bank Virtual Card"), or your smartphone (iPhone or Android). The respective minimum requirements and setting information are specified under item "SweepBank Bank Card" available under the FAQs on the Website.

ii) physical payments;

iii) online payments; and

iv) Cash Withdrawals.

Use of the SweepBank Debit Card may be used in conjunction with:

i) your signature on a sales voucher or order form showing the Card number (amongst other things); or

ii) entering the SweepBank Debit Card PIN (Personal Identification Number) on the EPOS (Electronic Point of Sale) terminal or PIN Pad to confirm and authorise a Credit Transfer; or

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

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

v) through the internet or other electronic media (including interactive television) quoting the SweepBank Debit card number and other details including, whether applicable, the Security Details. SweepBank strongly recommends the use of 'secure payment' sites and software when using your SweepBank Debit Card details and Security Details over the internet.

You have to act prudently to safeguard the security of the mobile number registered for use with the MasterCard Identity Check as well as of your Device.

1.6 Your signature on the sales voucher or other order or authorisation form showing your signature on the sales voucher or other order or authorisation form showing your SweepBank Debit Card number, the quoting of your SweepBank Debit Card number and/or Security Details, over the telephone or internet or the inputting of your Security Details signifies your consent to execute a Credit Transfer.

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

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

1.9 SweepBank will endeavour to ensure your ability to use of the SweepBank Debit Card at all times. However, SweepBank will not be responsible for any loss which is suffered by you if the Credit Transfer cannot be completed as a result of causes and/or circumstances that are beyond the control of SweepBank , including but not limited to:

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

## **2. Selecting and safeguarding your Selecting and safeguarding your SweepBank Debit Card PIN**

2.1 You will select your SweepBank Debit Card PIN during the customer on-boarding process with SweepBank. The SweepBank Debit Card PIN must be kept secret. This means that you must not disclose it to anyone else including SweepBank personnel or record it in any way which allows another person to discover it. You are to comply with any other instructions, which SweepBank may issue regarding the safekeeping of the SweepBank Debit Card PIN.

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

3.1 You must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the SweepBank Debit Card and the Security Details being disclosed to any person. You must read statements carefully when they become available online or through the SweepBank Mobile App. You must notify SweepBank, by contacting SweepBank '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 or for use with the MasterCard Identity Check, (iii) the SweepBank Debit Card, or (iv) the Security Details; or
- the circumstance that (i) the Device, (ii) the mobile number registered to access the Mobile Account or for use with the MasterCard Identity Check, (iii) the SweepBank Debit Card, 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.

Your notification to SweepBank of any unauthorised or erroneously executed Credit Transfers should reach SweepBank without undue delay when you become aware of any Credit Transfers but by no means later than 13 months after the such

Credit Transfers are debited on or credited to your SweepBank 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 Credit Transfers in accordance with the law.

3.2 Subject to Section 3.1 above and the provisions of this Section, SweepBank will investigate the unauthorised or erroneously executed Credit Transfers. If the Credit Transfer was not authorised by you, SweepBank's liability shall be limited to paying the amounts of the unauthorised or erroneously executed Credit Transfers (including any interest or charges you paid as a result of the Credit Transfers, as well as any interest which SweepBank would have paid you on that amount). Such amounts shall be settled no later than by the end of the following Business Day after SweepBank notes or is notified of the Credit Transfer except where SweepBank has reasonable grounds for suspecting fraud and communicates these grounds to the relevant authority in writing. The credit value date shall be no later than the day the amount had been debited. Where you deny having authorised an executed Credit Transfer or claim that the Credit Transfer was executed erroneously, it is for SweepBank to prove that the Credit Transfer was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency. Where you deny having authorised an executed Credit Transfer, SweepBank must prove that you acted fraudulently or failed with intent or gross negligence to fulfil one or more of the obligations specified under the Agreement, concerning the use of the SweepBank Debit Card as well as the relevant security measures and notifications. Where the Credit Transfer was initiated via a Payment Initiation Service Provider, the burden of proof as described hereby shall remain unchanged on SweepBank and the obligations upon SweepBank to refund the unauthorised or erroneously executed Credit Transfers as specified hereby shall be equally fulfilled by SweepBank.

You will bear the losses relating to any unauthorised Credit Transfers resulting from the use of a lost or stolen Debit Card, up to a maximum of EUR 50. However, you will bear no liability if:

- the loss, theft or misappropriation of the SweepBank Debit Card was not detectable to you prior to a payment, except where you have acted fraudulently; or
- the loss of SweepBank Debit Card was caused by acts or lack of action of an employee of SweepBank or of an entity to which SweepBank's activities were outsourced.

You will however be unlimited responsible for any and all Credit Transfers carried out with your SweepBank Debit Card prior to notification in terms of this Section, if you have:

- acted with intent or with gross negligence:
  - not used your SweepBank Debit Card in accordance with the Agreement, in particular, if you do not take all reasonable steps to keep your Device safe, the mobile number registered to access your SweepBank Mobile Account and for use with the MasterCard Identity Check, your SweepBank Debit Card and your Security Details; or
  - Not notified SweepBank immediately on becoming aware of:
  - The loss, theft, misappropriation or unauthorised use of your Device, the mobile number registered to access your SweepBank Mobile Account or for use with the MasterCard Identity Check, your SweepBank Debit Card, and/or any of your Security Details; or
  - The recording on your SweepBank Account/s of any unauthorised Credit Transfers; or
  - Any error or other irregularity in the maintaining of your SweepBank Account/s by SweepBank;
  - Having any suspicion that the Security Details are known by any unauthorised third party; or
  - Written down or Recorded the Security Details in any easily recognisable form, in particular on the SweepBank Debit Card or on any item which you keep or carry with the SweepBank Debit Card; or
  - Failed to keep safe your Device, the mobile number registered to access your Mobile Account or for use with the MasterCard Identity Check, your SweepBank Debit Card, and/or any of your Security Details; or
  - Saved any of your Security Details in your Device and/or the Customer system; or

- Informed another person of any of your Security Details; or
- Forwarded any of your Security Details outside the SweepBank mobile banking process, for example via e-mail;

or

- Breached any of the terms and conditions under this Schedule B; or

- Acted in any way fraudulently.

In such cases your limitation of liability to EUR50 shall not apply.

However if SweepBank does not require strong customer authentication (within the meaning of EU Directive 2015/2366) or has not provided appropriate means of notification at all times of a lost or misappropriated SweepBank Debit Card, you will not bear any financial losses unless you have acted fraudulently.

3.3 After notification to us, you will not be liable for any Credit Transfers carried out with your lost, stolen or misappropriated SweepBank Debit Card. This does not however apply where you have made a false notification with intent or acted otherwise fraudulently.

3.4 Notification should be made to SweepBank through the message centre available on your SweepBank Mobile Account or by calling on +358941556055, which number is available on a 24-hour basis. SweepBank will then take the necessary steps to stop the use of your SweepBank Debit Card.

3.5 SweepBank will require information and your assistance to help it to recover the SweepBank Debit Card or identify fraud. You are therefore to co-operate with SweepBank and with the police in SweepBank 's efforts to recover the SweepBank Debit Card and/or to investigate any unauthorised Credit Transfers you report on your SweepBank Account. If you are asked to report such Credit Transfers to the police, this must be done as soon as possible.

3.6 Should you retrieve the SweepBank Debit Card after you have reported it lost, stolen, or misappropriated you must not use it. Should you retrieve your Device after you have reported it lost, stolen, or misappropriated you must not use it for Credit Transfers.

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

3.8 Depending on the country in which you are located SweepBank also offers an emergency SweepBank Debit Card replacement service, at a cost as per the List of Prices and Services. If you require the use of this service, you are to contact the SweepBank Customer Support.

## **4 Funds and use of the Funds and use of the Debit Card**

4.1 SweepBank will charge to the Primary Account the amounts of all Credit Transfers made with the SweepBank Debit Card in any currency. SweepBank will also charge to your account any amount charged by another credit institution for the use of their Cash Withdrawal or payment systems and all other amounts you owe SweepBank from time to time under this Agreement or any other terms in relation to the use of the SweepBank Debit Card or the SweepBank Accounts, and, subject to Section 1.5 of Schedule A - Conditions for the opening of the SweepBank Current Account and SweepBank Savings Account, even if you have not authorised that Credit Transfer .

4.2 You shall ensure that enough funds are available in the Primary Account and the other associated SweepBank Current Accounts to meet all Credit Transfers made with the SweepBank Debit Card.

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

4.4 In addition, notwithstanding the above, SweepBank shall have the right to refuse authorisation for any SweepBank Debit Card Credit Transfer for any valid reason in particular if there are not enough funds in the Primary Account or any associated SweepBank Current Accounts to meet such Credit Transfer (and SweepBank is not obliged to consider whether

any funds are available in any other SweepBank Account/s held by you), if the Credit Transfer is in breach of any of the terms of this Agreement, or if the SweepBank Debit Card or the SweepBank Account has been or is likely to be abused or if there is any other valid reason (e.g. including the security of your SweepBank Debit Card, the suspicion of unauthorised or fraudulent use of the SweepBank Debit Card or a breach or a possible breach by you of the Agreement) for doing so. This would include SweepBank's right to restrict the usage of the SweepBank Debit Card in some countries and for some Credit Transfers in accordance its compliance rules. You have a duty to verify with SweepBank, which restriction may apply from time to time.

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

4.6 If you use your SweepBank Debit Card for a Cash Withdrawal or to make a payment in a currency other than the Currency of the Primary Account, the amounts will be converted into the Currency of the Primary Account at the rates of exchange applicable at the time the Credit Transfers are cleared by MasterCard and you shall be liable for all charges. You should be aware that the exchange rates accessible through the SweepBank Mobile App are only indicative and may vary on SweepBank Debit card Credit Transfers.

4.7 Cash Withdrawals effected by means of the SweepBank Debit Card at any other bank or ATM network may be subject to a fee, as per the other credit institutions' specific tariff of charges. SweepBank has no control or discretion over charges or fees imposed by other credit institutions or ATM network operators.

4.8 If you want to be able to give SweepBank instructions regarding the Accounts over the telephone SweepBank will ask you a number of questions based on information known to SweepBank about you and/or your transactions on the SweepBank Accounts before accepting the your instructions. SweepBank may ask other questions to enable it to identify you.

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

4.10 You may suspend the SweepBank Debit Card and/or set-up the daily transaction limits on Credit Transfers carried out through the SweepBank Debit Card on the SweepBank Mobile Account. As a fraud prevention measure and/or if your SweepBank Account has been opened recently or in the event that circumstances arise which cause or may cause a breach by you of this Agreement, the daily Credit Transfer and/or Cash Withdrawal limits may be changed by SweepBank. Information about these limits may be obtained from SweepBank's website, your SweepBank Mobile Account, or SweepBank Customer Support Centre.

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

4.12 The SweepBank Debit Card will disable itself if the SweepBank Debit Card PIN is entered incorrectly three times in a row (3), the Personalized Security Features can then no longer be used for mobile banking. If you have been permanently blocked, you must contact SweepBank Customer Support Centre on +358941556055, which number is available on a 24 hours' basis, that will change your status to active again after identifying for security purposes.

## 5 MasterCard Identity Check

5.1 This Section 5 shall apply when you authorize an online SweepBank Debit Card Credit Transfer with a 3D Secure Merchant through MasterCard Identity Check. In this respect, you represent that you have read and understood the provisions of this Section 5. You give your consent to the storage, use and disclosure of your Personal Data, in accordance with the provisions of this Section 5 and the SweepBank Privacy Policy available on the Website. If you do not give your consent as aforesaid it could affect in full or on part the services provided under Section 5.

5.2 Following the opening of your SweepBank Current Account, your SweepBank Debit Card shall be automatically registered to allow you to authorise online SweepBank Debit Card Credit Transfers with a 3D Secure Merchant through MasterCard Identity Check.

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

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

The software provider of the personal mobile device shall collect and verify your biometric data (e.g. your fingerprint) registered to allow you access to your personal mobile device and to the SweepBank Account.

You warrant that the personal information, including biometric data, provided as above is true accurate and correct.

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

Your Personal Data (except for your biometric data) shall be further processed by SweepBank during each online SweepBank Debit Card Credit Transfer with the exclusive purpose of validating your identity and confirming , in so far as this is possible, that you are the one using the SweepBank Debit Card. Please refer to the SweepBank Privacy Policy available on the Website for further information about the processing of your Personal Data.

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

If the SweepBank Debit Card ePIN and/or the one-time-password are entered incorrectly three (3) times in a row, you shall be prevented from performing online SweepBank Debit Card Credit Transfers with your SweepBank Debit Card with a 3D Secure Merchant for the next twenty-four (24) hours.

You shall ensure that your Personal Data (including your mobile number registered to access the SweepBank Mobile Account) are constantly up to date.

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

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

You shall not allow, transfer or sell your use of, or access the MasterCard Identity Check Data, to any third party. You shall refrain from:



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

5.6 If you want to discontinue the use of the MasterCard Identity Check, you should contact SweepBank Customer Support Centre.

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

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

Finally, you understand that, due to the nature of the Internet, the use of the MasterCard Identity Check will not always be free from interruption or technical problems. Therefore, SweepBank shall not be held responsible for any claims, losses, damages, liabilities, expenses and/or costs (including legal costs), suffered by you arising directly or indirectly from your use of the MasterCard Identity Check, including but not limited to:

a) any failure or delay by MasterCard Europe S.A. in providing the MasterCard Identity Check, according to the terms of this Section 5; or

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

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

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

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

a. any missed receipt of SMS or any delay in receipt of SMS; or

b. any disclosure (inadvertent or otherwise) of the details of an SMS to a third party or any unauthorised persons other than you; or

c. any failure or delay in executing online payment orders via SweepBank Debit Card with a 3D Secure Merchant, according to the terms of this Schedule B, because of any of the events referred to under this section 5.8, letter a).

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

5.10 You will not acquire any ownership rights, title or interest in and to the software made available to you in order that you may use MasterCard Identity Check.

## **.6. Right of Withdrawal**

6.1 You have the right to withdraw from this Schedule B within fourteen (14) days as of the conclusion of the Agreement or from the day when you receives the contractual terms and conditions and information mandatorily required in terms of

laws and regulations on consumer financial contracts, if that day is later. You are not obliged to indicate any reason for withdrawal.

6.2 If you exercise the right of withdrawal from this Schedule B then you also withdraw from Schedule A, Schedule B1, Schedule B2, Schedule B3, Schedule C, Schedule D, and Schedule E.

Therefore, upon the exercise of the right of withdrawal, this Schedule B along with Schedule A, Schedule B1, Schedule B2, Schedule B3, Schedule C, Schedule D, and Schedule E would be considered not to have been concluded.

If you do not exercise the right of withdrawal, you shall be bound by this Schedule B along with the GTC Schedule A, Schedule B1, Schedule B2, Schedule B3, Schedule C, Schedule D, and Schedule E.

6.3 The right of withdrawal from this Schedule B must be exercised with a notice to be sent either via (i) Mobile Account or (ii) email to [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com). The notice must include at least: (a) your name ; (b) your identification code (c) a statement showing an explicit intent to withdraw from the Agreement or from the relevant Schedule from the affected Service; (d) the undertaking to repay any due amounts (where applicable) as well as any other outstanding fees, charges and/or interests due until the closure owed to SweepBank without undue delay and no later than thirty (30) running days after giving notification.

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

### **1 Scope**

The provisions of this Schedule B.1 – Conditions for the Use of SweepBank Debit Card through Apple Pay together with the provisions of Schedule B – Conditions for SweepBank Debit Card shall apply when you register for and use the SweepBank Debit Card through Apple Pay. In this respect, you represent that you have read and understood the provisions under this Schedule B.1 and Schedule B. You give your consent to the storage, use and disclosure of your Personal Data, in accordance with the provisions under this Schedule B.1 and SweepBank's Privacy Policy available on [www.sweepbank.com](http://www.sweepbank.com). If you do not give your consent for any of the provisions set out in this Schedule B.1 and/or SweepBank's Privacy Policy, it could affect in full or on part the services provided under this Schedule B.1.

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

### **2 Registration**

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

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

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

### **3. Payments**

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

in contactless mode, at a merchant's contactless enabled point of sale terminals; and

in-app or online at participating merchants.

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

in respect to a Credit Transfer processed through the merchant at the merchant's contactless-enabled point-of-sale terminal or reader, by selecting, on the dedicated section of the SweepBank Mobile App or on the Apple Pay App, the SweepBank Debit Card registered for use through Apple Pay and by placing your Device near a merchant's contactless-enabled point-of-sale terminal or reader; or

In respect to a Credit Transfer for in-app or online purchases at participating merchants, by (i) selecting, on the dedicated section of the SweepBank Mobile App or on the Apple Pay App, the SweepBank Debit Card registered for use through

Apple Pay; (ii) inserting the SweepBank Debit Card's Security Number; and, whether applicable, (iii) the MasterCard Identity Check Data.

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

3.4 You also understand that, while authorizing Credit Transfer under clause 3.2 above, your Device Provider, your Wireless Carrier, SweepBank's and/or Apple's third-party providers, the merchants offering the final goods or services, and the providers of those websites where the Credit Transfer are placed may have their own terms and conditions and privacy policies. Consequently, you shall be also subject to such terms and conditions and privacy policies, to the extent that you have accepted them and without SweepBank assuming any liability in respect to the products and/or services offered thereof.

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

## 4. Extension of Services

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

4.2 Notwithstanding the provisions of clause 4.1 above, SweepBank reserves the right to:

allow the registration and use of your SweepBank Debit Card on multiple devices through Apple Pay, whether or not belonging to you if such consent is given by the cardholder. If you have given your consent to the use of your SweepBank Debit Card on a device which does not belong to you, through Apple Pay, the provisions of this Schedule B.1 shall apply to such SweepBank Debit Card.

## 5. Applicable Fees

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

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

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

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

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

SweepBank reasonably believes that your conduct, relating to the use of the SweepBank Debit Card through Apple Pay, is untenable because it is in breach of the terms and conditions under this Schedule B.1; or

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

You have at any point in time, including during the registration process under clause 2 above of this Schedule B.1, provided SweepBank with false information; or

You have refused or ignored to provide specific information requested by SweepBank based on the law applicable to the Agreement or the law applicable to SweepBank or its business operations, or failed to complete and send to SweepBank specific confirmations or declarations needed for compliance reasons; or

You have received a warning notice by SweepBank that you are in breach of any of the provisions of this Schedule B.1 or of any other of SweepBank's terms and conditions that apply to the your business relationship or transactions with SweepBank and you did not provide any solution or remedy in the terms indicated by SweepBank; or

SweepBank is expressly requested by relevant competent authorities to terminate the Services under this Schedule B.1; or

SweepBank is not in the position to provide the Services according to this Schedule B.1 for any reason which is beyond SweepBank's control.

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

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

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

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

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

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

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

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

### 7. Limitation of Liability

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

7.2 You also understand that the use of the SweepBank Debit Card through Apple Pay involves the electronic transmission of your Personal Data through the mobile connection services provided to you by the Wireless Carriers. Therefore, in this respect to , SweepBank shall not guarantee any protection under SweepBank's Privacy Policy or that your data will be processed accordingly by the third parties. Instead, the privacy policies and the security practices of the your Device Provider and Wireless Carrier shall find application.

## 8. Amendments.

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

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

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

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

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

## 9. Right of Withdrawal

9.1 You have the right to withdraw from this Schedule B.1 within fourteen (14) days as of the conclusion of the Agreement or from the day when you receive the contractual terms and conditions and information mandatorily required in terms of laws and regulations on consumer financial contracts, if that day is later. You are not obliged to indicate any reason for withdrawal.

9.2 Upon your exercise of the right of withdrawal, this Schedule B.1 would be considered not to have been concluded. If you do not exercise the right of withdrawal, you shall instead be bound by this Schedule B.1.

9.3 The right of withdrawal from this Schedule B.1 must be exercised with a notice to be sent either via (i) Mobile Account or (ii) email to [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com). The notice must include at least: (a) your name; (b) your identification code; (c) a statement showing an explicit intent to withdraw from the Agreement or from the relevant Schedule from the affected Service; (d) the undertaking to repay any due amounts (where applicable) as well as any other outstanding fees, charges and/or interests due until the closure owed to SweepBank without undue delay and no later than thirty (30) running days after giving notification.

## **Schedule B.2 – Conditions for the Use of SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments**

### **1 Scope**

The provisions of this Schedule B.2 – Conditions for the Use of SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments together with the provisions of Schedule B – Conditions for SweepBank Debit Card shall apply when you register for and use SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments. In this respect, you represent that you have read and understood the provisions under this Schedule B.2 and under Schedule B. You give, therefore, your consent to the storage, use and disclosure of your Personal Data, in accordance with the provisions under this Schedule B.2 and SweepBank's Privacy Policy available on [www.sweepbank.com](http://www.sweepbank.com). If you do not give your consent for any of the provisions set out in this Schedule B.2 and/or SweepBank's Privacy Policy, it could affect in full or on part the services provided under this Schedule B.2.

Before using the SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments, you must complete the registration process as described under clause 2 below.

### **2 Registration**

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

Upon completing the registration process, the terms and conditions under this Schedule B.2 – Conditions for the Use of SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments – shall find application as accepted by you during the onboarding process and further amended by SweepBank.

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

### **3. Payments**

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

in contactless mode, at the merchant's contactless enabled point of sale terminals; and

in-app or online at participating merchants.

3.2 Subject to those restrictions and limitations which may eventually be imposed by your Device Provider and/or by the merchant according to clause 3.5 below as well as subject to the limitations which may eventually be imposed by SweepBank according to clause 4.4. and clause 4.10 of Schedule B, you shall be deemed to have authorized the payment in respect to the selected merchant's products or services:

in respect to Credit Transfer processed through the merchant at the merchant's contactless-enabled point-of-sale terminal or reader, by selecting, on the dedicated section of the SweepBank Platform for Mobile Contactless Payments, the SweepBank Debit Card registered for use through the SweepBank Platform for Mobile Contactless Payments and by placing your Device near a merchant's contactless-enabled point-of-sale terminal or reader; or



In respect to Credit Transfer for in-app or online purchases at participating merchants, by (i) selecting, on the dedicated section of the SweepBank Platform for Mobile Contactless Payments, the SweepBank Debit Card registered for use through the SweepBank Platform for Mobile Contactless Payments; (ii) inserting the SweepBank Debit Card's Security Number; and, where applicable, (iii) the MasterCard Identity Check Data.

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

3.4 You also understand that, while authorizing Credit Transfers under clause 3.2 above, your Device Provider, your Wireless Carrier, SweepBank's third-party providers, the merchants offering the final goods or services, and the providers of those websites where the Credit Transfer are placed may have their own terms and conditions and privacy policies. Consequently, you shall be also subject to such terms and conditions and privacy policies, to the extent you have accepted them and without SweepBank assuming any liability in respect to the products and/or services offered thereof.

3.5 You additionally understand, acknowledge and accept that your Device Provider and/or the merchant may impose limitations or restrictions to the use of the SweepBank Platform for Mobile Contactless Payments. In addition, your Device Provider may have minimum software and hardware requirements.

## 4. Extension of Services

4.1 You may use your SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments. For this purpose, your SweepBank Debit Card must be valid and enabled for use.

4.2 Notwithstanding the provisions of clause 4.1 above, SweepBank reserves the right to:

allow the registration and use of your SweepBank Debit Card on multiple devices, whether or not belonging to you if such consent is given by the cardholder. If you have given your consent to the use of your SweepBank Debit card on a device which does not belong to you, the provisions of this Schedule B.2 shall apply to such SweepBank Debit Card.

## 5. Applicable Fees

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

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

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

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

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

SweepBank reasonably believes that your conduct, relating to the use of the SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments, is untenable because in breach with the terms and conditions under this Schedule B.2; or

SweepBank reasonably suspects that you or someone else is using the SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments illegally or fraudulently; or

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

you have refused or ignored to provide specific information requested by SweepBank based on the law applicable to the Agreement or the law applicable to SweepBank or its business operations, or failed to complete and send to SweepBank specific confirmations or declarations needed for Compliance reasons; or

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

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

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

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

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

#### 6.3 Enabling the use of SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments, after temporary restriction or suspension

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

(2) You may remove, at any time, your SweepBank Debit Card from the SweepBank Platform for Mobile Contactless Payments. In these circumstances, you authorise SweepBank to continue processing any outstanding Credit Transfer made by using your SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments.

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

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

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

## 7. Limitation of Liability

7.1 You understand that the access to and the use of your SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments may also depend on the Wireless Carriers. SweepBank does not operate nor have control over the mobile connection services provided to you by the Wireless Carriers. Therefore, SweepBank shall not be liable towards you for any circumstances that interrupt, prevent or otherwise affect the functioning of your SweepBank Debit Card through the SweepBank Platform for Mobile Contactless Payments not attributable to SweepBank, such as any

unavailability, limitation, system outages or interruption of the mobile connection services provided to you by the Wireless Carriers.

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

## **8. Amendments.**

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

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

8.3 SweepBank reserves the right to amend in full or in part at any time for any reason at SweepBank's sole discretion this Schedule B.2 along with any of the GTC, Schedule A, B, B.1, B.3 ( not available until further notice), C, D, E and F. Any of such amendment will be notified to you within the time limits and through the communication methods as set up respectively under clause 1 (3.2) and clause 1 (3.3) of the GTC.

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

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

## **9. Right of Withdrawal**

9.1 You have the right to withdraw from this Schedule B.2 within fourteen (14) days as of the conclusion of the Agreement or from the day when you receive the contractual terms and conditions and information mandatorily required in terms of laws and regulations on consumer financial contracts, if that day is later. You are not obliged to indicate any reason for withdrawal.

9.2 Upon your exercise of the right of withdrawal, this Schedule B.2 would be considered not to have been concluded. If you do not exercise the right of withdrawal, you shall instead be bound by this Schedule B.2.

9.3 The right of withdrawal from this Schedule B.2 must be exercised with a notice to be sent either via (i) Mobile Account or (ii) email to [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com). The notice must include at least: (a) your name; (b) your identification code; (c) a statement showing an explicit intent to withdraw from the Agreement or from the relevant Schedule from the affected Service; (d) the undertaking to repay any due amounts (where applicable) as well as any other outstanding fees, charges and/or interests due until the closure owed to SweepBank without undue delay and no later than thirty (30) running days after giving notification.

## Schedule C - CONDITIONS FOR PAYMENT TRANSACTIONS

The execution of your Payment Transactions shall be subject to the following terms and conditions:

### 1 General

#### 1.1 Main characteristics of Payment Transactions, including a standing order

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

Subject to the provisions of clause 2 below, may also instruct SweepBank to regularly remit,

exclusively by means of SEPA Credit Transfer, a fixed sum of money to the same account of the payee on a certain recurring date (standing order).

Incoming transactions towards your SweepBank Accounts, either SWIFT or SEPA, shall be allowed only in Euro currency.

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

#### 1.2 Unique identifier

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

Destination area	Currency	Unique identifier of payee
SEPA	Euro	IBAN

#### 1.3 Issuance of Credit Transfer and authorisation

(1) You shall consent to the processing of a payment instruction issued to SweepBank, by providing SweepBank with all the information (including the PIN) requested on the SweepBank Mobile App.

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

If you believe that a credit transfer requires particularly prompt execution, you shall notify SweepBank thereof separately.

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

(3) You have the right to make use of a Payment Initiation Service Provider in accordance with Section 38 a of the Payment Services Act to issue a Credit Transfer to SweepBank.

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

(4) You may use an Account Information Service Provider in accordance with Section 82 a of the Payment Services Act in order to enable access to consolidated information on your SweepBank Accounts.

Prior to the use of the SweepBank Account Information Service must give your explicit consent on the SweepBank Mobile App to SweepBank to allow access to the Account Information Service Provider to your SweepBank Account information to the extent approved by you.

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

(1) A Credit Transfer shall become valid as soon as it is received by SweepBank. 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 SweepBank designated receiving facilities (e.g. when entered into an online banking server).

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

(3) If a Credit Transfer 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.

## **1.5 Revocation of Credit Transfer**

(1) Once a Credit Transfer has been received by SweepBank (see Section 1.4, paragraphs 1 and 2), you can no longer revoke it.

If you use a Payment Initiation Service Provider to issue your transfer order, you can no longer revoke the transfer order once you have given the Payment Initiation Service Provider your consent to the initiation of the transfer.

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

(3) A Credit Transfer may only be revoked after the point in time referred to in paragraphs 1 and 2 if you have agreed with SweepBank accordingly. This agreement shall become effective if SweepBank manages to prevent execution or to recover the amount of the Credit Transfer.

(3.1) Please note that there are provisions in this Schedule C stipulating when the instruction is deemed received. For instance, if the instruction is delivered on a day which is not a Business Day, the instruction shall be deemed to have been received on the following Business Day.

(4) If the relevant Credit Transfer has already been processed, SweepBank may need to recall the funds from the beneficiary's bank or payment service provider.

## **1.6 Execution of Credit Transfer**

(1) SweepBank shall execute your Credit Transfer if the information required for execution is provided in the required manner (see Section 1.3, paragraph 1), the Credit Transfer is authorised by you (see Section 1.3, paragraph 2) and a sufficient credit balance in the currency of the Credit Transfer is available or sufficient credit has been granted (conditions for execution).

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

(3) SweepBank shall inform you at least once a month about the execution of Credit Transfers through the Statement, available on the Mobile Account in pdf file format Information shall be available for at least 12 months.

(4) Credit Transfers carried out in Euro within the EEA 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 order of payment (or the requested date of execution) as defined for under Section 1.4. above. The debit value date of an amount debited from the concerned SweepBank Current Account or SweepBank Savings Account shall not be earlier than the point in time at which the amount of the Credit Transfer is debited from the concerned SweepBank Current Account or SweepBank Savings Account.

(5) The credit value date of an amount credited to the concerned SweepBank Current Account or SweepBank Savings Account is no later than the Business Day on which the amount of the Credit Transfer is credited to the concerned SweepBank Current Account or SweepBank Savings Account. Where this does not happen due to SweepBank, SweepBank shall ensure that the amount of the incoming Credit Transfer is at your disposal immediately after that amount is credited to your SweepBank Account. The amount shall be value dated on your SweepBank Account no later than the date on which the amount would have been value dated had the Credit Transfer been correctly executed.

The amount of the payment shall be at your disposal immediately after that amount is credited to the SweepBank Current Account or SweepBank Savings Account, but only to the extent that no currency conversion is applied on the concerned SweepBank Current Account or SweepBank Savings Account between Euro and another extra-EEA currency or between two extra EEA currencies different than Euro.

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

(6) SweepBank shall be liable to you for the correct execution of Payment Transactions only in so far as these relate to Payment Transactions carried out within the EEA. SweepBank shall not be liable if SweepBank can provide evidence that:

- regarding outgoing Credit Transfers, SweepBank has transferred the funds to the payee's payment service provider in accordance with the execution times set forth under this Agreement;
- regarding incoming transactions, SweepBank has duly credited the concerned SweepBank Current Account or SweepBank Savings Account.

SweepBank may not be held liable if the defective execution of the Payment Transaction is due to the communication of incorrect bank details by you or because you communicated information in addition to that required for the execution of the payment instruction.

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

in case of outgoing Credit Transfers, refund to you without undue delay, the amount of the non-executed or defective Credit Transfer, and, where applicable, restore the debited SweepBank Current Account or SweepBank Savings Account to the state in which it would have been had the defective payment instruction not taken place. Liability is excluded if SweepBank provides evidence that the transfer amount has been received by the payee's payment service provider. The credit value date shall be no later than the date on which the amount would have been value dated had the Credit Transfer been correctly executed.

in case of incoming transactions, immediately credit the SweepBank Current Account or SweepBank Savings Account with the amount of the incoming transaction. The credit value date shall be no later than the date on which the amount would have been value dated had the incoming transaction been correctly executed. In the case of a later execution of a incoming transaction, the credit value date shall be no later than the date on which the amount would have been value dated had the incoming transaction been correctly executed.

Where you request a Credit Transfer as a payee, SweepBank shall be liable to you for the correct transmission of the Credit Transfer within the agreed execution times. In case of failure to transmit the Credit Transfer as agreed, SweepBank shall immediately re-transmit the Credit Transfer in question to the payment service provider of the payer. However, the amount shall be value dated on your payment account no later than the date on which the amount would have been value dated had the Credit Transfer been correctly executed.

(7) In the case of those outgoing Credit Transfers carried out in Euro within the EEA, you have the right vis-à-vis SweepBank to the refund of a payment amount which has been debited which is based on an authorised Credit Transfer initiated through the payee if the precise amount was not stated on the authorisation, and if the payment amount exceeds the amount which you could have anticipated in line with your previous expenditure conduct, this Agreement and the respective circumstances of the individual case. You cannot use reasons connected with any currency exchange as a basis for your claim hereunder if the reference exchange rate agreed between you and the payee was used as a basis.

At SweepBank's request, you will explain the factual circumstances from which your refund demand arises. You do not have a right to a refund if you gave your consent to the execution of the Credit Transfer directly to SweepBank and, where agreed, you were informed of the coming Credit Transfer at least four (4) weeks prior to the due date by SweepBank. Your claim to a refund is ruled out if you do not assert it vis-à-vis SweepBank within eight (8) weeks from the time of the debit of the payment amount in question. SweepBank within ten (10) Business Days after receipt of a refund demand will either refund the full amount of the Credit Transfer or inform you of the reasons for the refusal to provide a refund as well as the authorities and other similar bodies with which you may submit the complaint.

## **1.7 Refusal of execution**

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

SweepBank may refuse or delay to carry out Payment Transactions if there are reasonable grounds justifying such refusal for instance including but without limitation where:

- there are not enough funds in your SweepBank Account to make a withdrawal or transfer of funds;
- SweepBank is bound to comply with legal/regulatory requirements;
- the payment instruction is not clear or if you have given SweepBank insufficient details to carry out the payment instruction;
- SweepBank reasonably believes that the payment instruction may have been given by you or someone using any your Security Details in order to obtain funds or any other service illegally or fraudulently; or
- making the payment would mean that you exceed any daily or other limit or restriction on the payments that can be made into or out your SweepBank Account.
- SweepBank believes or suspects instances of fraud, money laundering or funding of terrorism or any other situation giving rise to compliance concerns.

In order to assess the background of the incoming transactions before SweepBank decides on a rejection, blocking or credit of the payment, SweepBank reserves the right to obtain additional information and documentation as well as corrected or supplemental payment instructions from you and/or from the ordering financial institution. SweepBank shall not be liable to you for any resulting delays in the credit or rejection of the incoming transaction. In the event of a rejection, the SweepBank shall, at the earliest opportunity, and in any case no later than the end of the Business Day following the day when the incoming transaction is received by SweepBank according to the terms of Section 1.4. above, inform you of the refusal and the reasons for it and the procedure for correcting any factual mistakes that led to the refusal, unless prohibition to inform is set out in the applicable laws and regulations.

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

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

Before SweepBank acts on a payment instruction, it may also require further confirmation from you or take additional steps to verify that it was authorised by you. For example, SweepBank may ask you to provide more information to verify your identity.



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

Unless the law states prohibits such information, SweepBank will inform you as soon as possible in the event of a refusal or delay in carrying out a payment instruction. SweepBank will inform you of the reasons for its refusal or delay to make the payment and it shall inform you of any actions you may take to correct any factual errors which led to SweepBank refusal or delay. SweepBank will contact you through direct communication on the message centre in your SweepBank Mobile Account.

SweepBank cannot accept payment instructions by post or by e-mail.

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

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

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

You shall inform SweepBank without delay on finding that a Credit Transfer was unauthorised or executed incorrectly. This shall also apply in cases where a Payment Initiation Service Provider is involved.

You must take all the reasonable precautions to keep your personalized security features for mobile banking transactions confidential and secure according to the relevant provisions of Schedule B - Conditions for SweepBank Debit Cards – and of Schedule D – Conditions for Mobile Banking. You must read the statements carefully when they become available through the SweepBank Mobile App. You must notify SweepBank immediately upon discovery, or even a suspicion of the unauthorised use of your Personalized Security Features and/or the mobile number registered to access your SweepBank Mobile Account, or that your Device and/or Personalized Security Features have been lost, stolen, misappropriated or that it may be misused, or you suspect or there is any reason for you to suspect that your Personalized Security Features become known to another person.

Your notification to SweepBank of any unauthorised or incorrectly executed Credit Transfers should not reach SweepBank later than thirteen (13) months after that such Credit Transfers are debited on or credited to your SweepBank Current Account or SweepBank Savings Account. Where the Credit Transfer was initiated via a Payment Initiation Service Provider, this notification period shall be equally applied.

Subject to the provisions of this clause, SweepBank will generally investigate the unauthorised or incorrectly executed Credit Transfers including late executions and if the Credit Transfer was not authorised by you or was incorrectly executed by SweepBank, SweepBank will pay back to the Primary Account the amounts of the unauthorised or incorrectly executed Credit Transfers (including any interest or charges you paid as a result of the Credit Transfer, as well as any interest which SweepBank would have paid you on that amount). Where you deny having authorised an executed Credit Transfer or claims that the Credit Transfer was executed erroneously, it is for SweepBank to prove that the Credit Transfer was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency. Where you deny having authorised an executed Credit Transfer, SweepBank must also prove that you acted fraudulently or failed with intent or gross negligence to fulfil one or more of the obligations specified under the Agreement, concerning the use of the Card as well as the relevant security measures and notifications. Where the Credit Transfer was initiated via a Payment Initiation Service Provider, the burden of proof as described hereby shall remain unchanged on SweepBank and the obligations upon SweepBank of refund for unauthorized or incorrectly executed Credit Transfers as specified hereby shall be equally fulfilled by SweepBank .

SweepBank shall, regardless of liability, on request, make immediate efforts to trace the Credit Transfer and notify you of the outcome. This shall be free of charge for you.

You will however be unlimited responsible for any and all Credit Transfers carried out by using your Device and/or Personalized Security Features prior to notification in terms of this Section, if you have with intent or with gross negligence:

- Failed to use your Personalized Security Features and/or your SweepBank Mobile App in accordance with the Agreement; or
- Failed to keep safe your Device, the mobile number registered to access your Mobile Account and/or any of your Personalized Security Features; or
- Saved any of your Personalized Security Features in your Device and/or the Customer system; or
- Informed another person of any of your Personalized Security Features thus leading to cause abuse; or
- Forwarded any of your Personalized Security Features outside the mobile banking process, for example via e-mail; or
- Written down or recorded in any easily recognizable form any of your Personalized Security Features; or
- Failed to notify SweepBank of any of the following:
  - The loss, theft, misappropriation or unauthorized use of your Device, the mobile number registered to access your Mobile Account and/or any of your Personalised Security Features; or
  - The recording on your Account/s of any unauthorised Credit Transfers; or
  - Any error or other irregularity in the maintaining of your Account/s by SweepBank; or
  - Having any suspicion that any of your Personalized Security Features is known by any unauthorised third party; or
  - Breached any of the terms and conditions under this Schedule C; or
  - Acted in any other way unlawfully, in bad faith, with gross negligence, with intent or fraudulently.

Notification should be made to SweepBank through the message centre available on your Mobile Account or by calling on +358941556055, which number is available on a 24-hour basis. SweepBank will then take the necessary steps to stop the unauthorized use of your Personalized Security Features.

SweepBank will require information and your assistance to help it to recover your Personalized Security Features or identify fraud.

You are therefore to co-operate with SweepBank and with the police in SweepBank efforts to recover your Personalized Security Features and to investigate any unauthorised or incorrectly executed Credit Transfers you report on your SweepBank Current Account or SweepBank Savings Account. If you are asked to report such Credit Transfers to the police, this must be done as soon as possible.

Should you retrieve your Personalized Security Features and/or your Device after you have reported them lost or stolen, you must not use them.

## **2. Standing orders**

You may affect standing orders between your SweepBank Accounts.

You will have to create a payment between your own SweepBank Accounts and set the recurrence (date when the chosen amount will automatically be debited to the your SweepBank Account, the frequency and end date of the recurrence) before signing it off. The payment will be executed in the exact terms determined by you.

## **3. Transfer of funds between own SweepBank accounts**

Payment instructions will be processed in real time. Future dated payment instructions will be processed on the day stipulated by you.

## 4 Transfer of funds to third parties

4.1 Payment in Euro to a third-party account with SweepBank or to any account held with a bank in the EEA

4.1.1 Destination account held with SweepBank:

Unless otherwise agreed

- payment instructions will be processed in real time unless they are future dated;
- future dated payment instructions will be processed on the day stipulated by you.

4.1.2 Destination account held with another bank in the EEA:

Unless otherwise agreed:

- payment instructions received before Cut-off Time will be debited to your SweepBank Account in real time. The payment instructions will be transmitted on the same day.
- payment instructions received after Cut-off Time or on a day which is not a Business Day shall be considered received on the next business day. The payment instructions will be transmitted to the receiving bank on the next Business Day.
- future dated payment instructions will be debited to your SweepBank Account on the day stipulated by you; Provided that if such day is not a Business Day, whilst the said payment instructions will be debited to your SweepBank Account, the payment instructions will also be transmitted to the receiving bank on the next Business Day.

You can ask SweepBank for details of the period the payment will take to arrive (see Section 1.3, paragraph 1).

SweepBank will not be able to guarantee exactly when the payment will be received by the receiving bank. This will depend on the banking practice of that country, as well as the receiving bank's processes.

SweepBank cannot guarantee same day value payments for outgoing transfers to third party accounts. Although SweepBank endeavours to effect same day value payment.

In all cases, SweepBank's responsibility for the Credit Transfer ends when the payment instruction is transmitted to the receiving bank.

4.1.3 Conditions applicable to destination accounts held with SweepBank and destination accounts held with other banks within the EEA.

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

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

## 4.2 SEPA Payments

SweepBank will participate to the SEPA payments scheme indirectly through direct participation in the Payment System Centro Link of the Bank of Lithuania

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

SweepBank will execute, through its informatics systems, the SEPA Credit Transfers only by sending / receiving XML files related to outgoing / incoming Credit Transfers, rejected Credit Transfers and returned Credit Transfers, having as its basis the provisions stipulated in the Directive on Payments Service (Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015) and the ISO 20022 standard.

## 5. Right of Withdrawal

5.1 You have the right to withdraw from this Schedule C within fourteen (14) days as of the conclusion of the Agreement or from the day when you receive the contractual terms and conditions and information mandatorily required in terms of laws and regulations on consumer financial contracts, if that day is later. You are not obliged to indicate any reason for withdrawal.

5.2 Your exercise of the right of withdrawal from this Schedule C implies your intention to withdraw also from Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule D, and Schedule E.

Therefore, upon your exercise of the right of withdrawal, this Schedule C along with Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule D, and Schedule E shall be considered not to have been concluded.

If you do not exercise the right of withdrawal, you shall be bound by the terms and conditions of this Schedule C along with Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule D, and Schedule E.

5.3 The right of withdrawal from this Schedule C must be exercised with a notice to be sent either via (i) Mobile Account or (ii) email to [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com). The notice must include at least: (a) your name ; (b) your identification code; (c) a statement showing an explicit intent to withdraw from the Agreement or from the relevant Schedule from the affected Service; (d) the undertaking to repay any due amounts (where applicable) as well as any other outstanding fees, charges and/or interests due until the closure owed to SweepBank without undue delay and no later than thirty (30) running days after giving notification.

## Schedule D – CONDITIONS FOR MOBILE BANKING

### 1. Services

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

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

(3) SweepBank shall be entitled to notify you of the changes in the GTC by electronic means and for retrieval. With respect to amendments to this Schedule D, clause 1 (3) of the GTC applies.

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

### 2. Prerequisites for the use of mobile banking

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

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

### 3. Access to mobile banking

You will have access to mobile banking, if

- your Personalized Security Features are transferred to and verified by SweepBank; and
- there has been no blocking of access (see Sections 7 and 8).

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

## 4 Mobile banking orders

### 4.1 Placing orders and authorization

You must authorize mobile banking orders using the agreed Personalized Security Features for them to become effective and send this to SweepBank via mobile banking. SweepBank will confirm receipt of the order by mobile banking. Written orders or contact in other forms than via mobile banking will not be accepted by SweepBank.

### 4.2 Withdrawal of Payment Transactions

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

## **5. Processing of mobile banking orders by SweepBank**

(1) Processing of mobile banking orders is to be performed for the respective order type (e.g. bank transfer) on the SweepBank Mobile App within the limits stipulated in the "List of Prices and Services" published on Business Days in the ordinary work run. If the mobile banking order is received after the Cut-Off Time or the date of receipt is not a Business Day, the order will be considered as received on the next Business Day. Processing will begin on that day. The relevant provisions of Schedule C – Conditions for Payment Transactions shall apply.

(2) SweepBank will execute the concerned mobile banking orders if the following execution conditions are met:

- you must be authorized with the Personalized Security Features.
- your authorization for the respective order is available.
- The mobile banking data format is observed.
- The separately agreed mobile banking limit available is not exceeded.
- The execution requirements for the conditions that apply for that type of order (such as sufficient funds in the account in accordance with the specific conditions for the transfer of funds) are met.

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

(3) If the execution conditions are not met in accordance with paragraph 2 sentence 1, SweepBank will not execute the mobile banking order. SweepBank will inform you of non-execution of the Credit Transfer and – to the extent possible – explain the reasons and ways in which the errors that led to the rejection can be corrected so that mobile banking can be used. SweepBank may refuse to carry out a payment instruction as stated in Schedule C – Conditions for Payments and Credit Transfers.

## **6. Due diligence**

### **6.1 Technical connection to mobile banking**

You are obliged to establish the technical connection to mobile banking only via the mobile banking access channels shared separately by SweepBank.

### **6.2 Confidentiality and safe storage of the Personalized Security Features**

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

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

(2) In particular, please note the following to protect the Personalized Security Features:

The Personalized Security Features may not be stored electronically (in the Customer's system, for example).

When entering the Personalized Security Features, one must make sure that others cannot spy on it.

The Personalized Security Features may not be distributed outside the mobile banking process, they cannot be sent via e-mail, for example.

The Personalized Security Features may not be stored together with the usage code for the electronic signature and with any other authentication tool which might be used in conjunction with the Personalized Security Features.

### **6.3 Security of the Customer system**

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

## **6.4 Security and Access, Notification**

6.4.1 SweepBank will not request any of your Security Details, except as explained in the FAQs. If you forget any of your Security Details, or become aware or suspect that another person has gained knowledge of one or more of your Security Details, you are advised to immediately call SweepBank Customer Support Centre on +358941556055, which number is available on a 24-hour basis or notify to SweepBank through the message centre available on your Mobile Account and follow the instructions contained in the FAQs.

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

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

You will be responsible for all instructions given between when you log onto your Mobile Account until you log off your Mobile Account.

6.4.3 SweepBank will do its utmost to prevent any unauthorised access to your Mobile Account and to make sure it is secure, including taking reasonable steps to protect the secrecy of your Security Details. SweepBank reserves the right to immediately discontinue the use of your Security Details to access your Mobile Account, make Cash withdrawals out of your Account or otherwise carry out any other Credit Transfers:

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

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

6.4.5. You are urged to call SweepBank Customer Support Centre or contact SweepBank through the message centre immediately should you encounter any of the following issues:

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

## **6.5 Control of order data with the data displayed by SweepBank**



You are obliged to examine the data displayed on your SweepBank Mobile App (e.g. amount, account number of the payee) before confirming the conformity of the data provided for a Credit Transfer.

## **7. Display and reporting obligations**

### **7.1 Lock indicator**

(1) If you learn of the loss or theft of the Personalized Security Features, the misuse or other unauthorized use of your Personalized Security Features, you must notify SweepBank of this immediately (lock indicator) by contacting SweepBank Customer Support.

(2) You must contact the police immediately to have any theft or misuse investigated.

(3) You must also issue a blocking request to SweepBank, if you suspect that another person

- has acquired access to knowledge of your Personalized Security Features; or
- used your Personalized Security Features without authorization.

## **8. Use barrier**

### **8.1 Lock at your request**

SweepBank will lock your

- mobile banking access; and/or
- your Personalized Security Features

at your request, in particular in the case of a blocking notification referred to in Section 7.1.

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

(1) SweepBank may block your SweepBank mobile banking access if

- it has the right to terminate the Agreement, or
- there are objective reasons related to the security of the Personalized Security Features, or
- if it is required by law or a regulatory or other competent authority to block such access
- there is a suspicion of unauthorized or fraudulent use of the Personalized Security Features.

(2) SweepBank will lock the account and state the reasons if possible beforehand, but at the latest immediately after the lock has been placed.

### **8.3 Unlocking**

SweepBank will lift a lock or replace the Personalized Security Features if the reasons for the lock no longer exist. You will be informed of this immediately.

### **8.4 Autoblocked to login to internet banking and auto blocking of the SweepBank Debit Card**

(1) If you enter login detail to your SweepBank Mobile App incorrectly three (3) consecutive times you will be permanently blocked.

(2) If the SweepBank Debit Card is blocked, the Personalized Security Features can then no longer be used for mobile banking.

## 9. Liability

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

## 10. Right of Withdrawal

(1) You have the right to withdraw from this Schedule D within fourteen (14) days as of the conclusion of the Agreement or from the day when you receive the contractual terms and conditions and information mandatorily required in terms of laws and regulations on consumer financial contracts, if that day is later. You are not obliged to indicate any reason for withdrawal.

(2) Your exercise of the right of withdrawal from this Schedule D implies your intention to withdraw also from Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule C, and Schedule E.

Therefore, upon your exercise by of the right of withdrawal, this Schedule D along with Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule C, and Schedule E shall be considered not to have been concluded.

If you do not exercise the right of withdrawal, you shall be bound by the terms and conditions of this Schedule D along with Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule C, and Schedule E.

(3) The right of withdrawal from this Schedule D must be exercised with a notice to be sent either via (i) Mobile Account or (ii) email to [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com). The notice must include at least: (a) your name ; (b) your identification code ; (c) a statement showing an explicit intent to withdraw from the Agreement or from the relevant Schedule from the affected Service; (d) the undertaking to repay any due amounts (where applicable) as well as any other outstanding fees, charges and/or interests due until the closure owed to SweepBank without undue delay and no later than thirty (30) running days after giving notification.

## Schedule E - Conditions for the SweepBank Term Deposit

### General terms

**1.1** These terms and conditions govern your business relationship with SweepBank, as well as the details of SweepBank's obligations towards you and your obligations towards SweepBank with regards to your SweepBank Term Deposit.

**1.2** The relationship between you and SweepBank shall be governed and is conditioned by:

- the information and declarations made by yourself during the customer on-boarding process, as well as other declarations and confirmations made in the course of the business relationship;
- this Schedule E –Conditions for the SweepBank Term Deposit;
- the GTCs;
- Any mandates that you may give SweepBank from time to time as accepted by SweepBank in terms of the Agreement;
- Any further conditions as may be set out periodically or other documentation SweepBank may periodically send to you.

**1.3** With the exception of that clauses in the SweepBank GTC describing different bank products, the provisions of SweepBank GTC apply in their entirety to the SweepBank Term Deposit.

## 2 The SweepBank Term Deposit

**2.1** The SweepBank Term Deposit is an online fixed-rate and fixed-term deposit Account.

**2.2** In order to be able to open a SweepBank Term Deposit you must first have a SweepBank Current Account.

**2.3** Any sums deposited in the SweepBank Term Deposit have to be sourced from a determinate SweepBank Current Account. On maturity, the principal amount and the interest earned will be transferred back into the same SweepBank Current Account from where the funds originated.

**2.4** Once you have opened a SweepBank Term Deposit, you may not retrieve the principal amount or any interest earned prior to the lapse of the pre-determined maturity date of the term deposit, save for in situations referred to in Section 5 (Termination of a SweepBank Term Deposit prior to Maturity) and Section 6 (Right of Withdrawal) of this Schedule E –Conditions for the SweepBank Term Deposit.

**2.5** You may have multiple SweepBank Term Deposits open at any time. However you cannot deposit more than 100,000 Euros with SweepBank in the aggregate (taking into account all deposits taken with SweepBank) at any point in time.

**2.6** SweepBank retains the right to limit the amount of funds you can hold in your SweepBank Term Deposit.

**2.7** The SweepBank Term Deposit can be denominated only in Euro.

**2.8** The SweepBank Term Deposits will yield interest at a rate that will be determined by SweepBank from time to time. The applicable rates can be obtained from SweepBank's Website, your Online Account or from SweepBank's Customer Support Centre.

**2.9** The date of commencement of a SweepBank Term Deposit shall fall on the day when the funds are placed on such SweepBank Term Deposit.

**2.10** The maturity date of a SweepBank Term Deposit shall fall on the day when the minimum term agreed for such SweepBank Term Deposit expires.

## Prices

The opening and management of the SweepBank Term Deposit is free of charge. You shall bear your own costs and any applicable third-party costs (e.g. postage) yourself.

### Notice regarding the taxes payable by you

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

### Reservation of service

SweepBank Term Deposit is only managed by SweepBank for customers, i.e. only for natural persons who open a SweepBank Term Deposit for a purpose that serves neither commercial nor one's independent professional activity but only personal purposes. The SweepBank Term Deposits are not available for trusts, companies and other bodies corporate or charities.

The SweepBank Term Deposit Account shall be kept for your own account. SweepBank will does not accept persons to open a SweepBank Term Deposit Account on behalf of another person.

You accordingly understand that the SweepBank Term Deposit Account can only be used in your own name and on your own behalf, and that you concurrently bind yourself not to use the SweepBank Term Deposit Account for the benefit of another person. Entrusting access or use of the SweepBank Term Deposit Account to a third party is prohibited and may lead to the termination of the business relationship with SweepBank and the termination of the Agreement.

## 3 Interest and changes to interest rates on your SweepBank Term Deposits

3.1 The interest rate on the SweepBank Term Deposit is fixed for the term you have placed your deposit for.

3.2 SweepBank will continuously review the rates offered on its SweepBank Term Deposits and reserves the right to change these rates at its discretion. If SweepBank decides to change the rates, this change will not affect any of your existing SweepBank Term Deposits which have not yet matured. SweepBank will pay gross interest (interest without tax being deducted) on the SweepBank Term Deposit at the end of the maturity period. The applicable interest rate will be that indicated in Annex 1 reflecting the interest rate showing on the Website at the time the SweepBank Term Deposit is opened.

## 4 Payments out of your SweepBank Term Deposit

4.1 No payments can be made out of your SweepBank Term Deposit.

4.2 On maturity of your SweepBank Term Deposit, the principal amount deposited and the relevant accrued interests will be paid into the originating SweepBank Current Account.

## 5 Termination of a SweepBank Term Deposit prior to Maturity

5.1 You may not terminate your SweepBank Term Deposit before maturity, excluding if you have decided to terminate your business relationship with SweepBank in terms of Clause 11.1(3) of the GTCs.

5.2 Before you close your SweepBank Current Account while having an Active SweepBank Term Deposit, you must provide SweepBank with the requested information on another bank account held by you in your name with another bank account in the European Union where the funds from the SweepBank Term Deposit will be deposited upon maturity.

5.3 In the event of closure of a SweepBank Term Deposit under clause 5.1, SweepBank will transfer the principal amount to the SweepBank Current Account or if this has been closed, to the account as indicated in Clause 5.2 of this Schedule E without any breakage fee being applicable. In such a case no interest shall be payable by SweepBank.

5.4 If you terminate the SweepBank Term Deposit before the maturity date, in breach of this Schedule E, you shall be liable to pay the breakage fee as indicated in the List of Prices and Services.

## 6. Right of Withdrawal

6.1 You have the right to withdraw from this Schedule E within fourteen (14) days as of the conclusion of the Agreement or from the day when you receive the contractual terms and conditions and information mandatorily required in terms of laws and regulations on consumer financial contracts, if that day is later. You are not obliged to indicate any reason for withdrawal.

6.2 The exercise by the Customer of the right of withdrawal from this Schedule E implies the Customer's intention to withdraw from the whole agreement including also from Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule C, and Schedule D. Therefore, upon the exercise by the Customer of the right of withdrawal, the Agreement, this Schedule E along with Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, if applicable, Schedule C, and Schedule D would be considered not to have been concluded.

6.2 If you do not exercise the right of withdrawal, you shall be bound by the terms and conditions of the Agreement including this Schedule E.

6.3 The right of withdrawal from this Schedule E must be exercised with a notice to be sent either via (i) Mobile Account or (ii) email to [help.fi@sweepbank.com](mailto:help.fi@sweepbank.com). The notice must include at least: (a) your name; (b) your identification code; (c) a statement showing an explicit intent to withdraw from the Agreement or from the relevant Schedule from the affected Service; (d) the undertaking to repay any due amounts (where applicable) as well as any other outstanding fees, charges and/or interests due until the closure owed to SweepBank without undue delay and no later than thirty (30) running days after giving notification.

Duration of the agreement

This Schedule E – **Conditions for the SweepBank Term Deposit** - is being entered into for a definite period of time until the maturity date indicated in Annex 1.

## Schedule F – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**ATM – Automated teller Machine** - an electronic banking outlet that allows you to complete basic Credit Transfers without the aid of a branch representative or teller.

**Business Day:** any day other than Saturdays, Sundays, or international bank holidays or public or national holidays in Finland or Malta.

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

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

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

**Customer System** - the hardware and software used by you

**Credit Transfer** - The account provider transfers money, on the instruction of the customer, from the customer's account to another account.

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

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

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

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

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

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

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

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

**FAQs:** means the frequently asked questions published by SweepBank on its Website together with their answers.

**GTC:** These general terms and conditions

**Google:** the corporation named "Google LLC" having its registered office at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

**Google Pay:** the cashless payment solution services offered by Google to you. (Not available until further notice, for information please contact SweepBank).

**Google Pay App:** the software that you can install on your Device through which you can access Google Pay. (Not available until further notice, for information please contact SweepBank).

**Google Wallet:** the electronic wallet services offered by Google. (Not available until further notice, for information please contact SweepBank).

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

**List of Prices and Services:** means the SweepBank tariff of charges from time to time relating to your use of the Service.

**MasterCard Identity Check:** means a suite of security technology solutions that use EMV 3DS2 authentication standards based upon two (2) alternative authentication methods: (1) the biometric authentication as principal method of authentication, and (2) the one-time-password as secondary method of authentication in case of failure of the principal method of authentication.

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

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

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

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

**Opening Hours:** the SweepBank's Customer Support Centre is currently open twenty-four hours a day, seven days a week. Opening Hours may change from time to time as notified on SweepBank's Website.



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

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

**Payment Transaction** – transactions that may be described both as incoming as well as outgoing transactions.

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

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

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

**Primary Account:** The SweepBank Current Account, denominated in EUR, which is associated to the SweepBank Debit Card and to which the Credit Transfers effected by the SweepBank Debit Card in EUR.

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

**Providing and Renewing the Debit Card** - SweepBank provides a payment card linked to your account, enabling you to withdraw and pay, locally, abroad, and even online. The amount of each transaction made using the card is taken directly and in full from your account.

**Real time:** immediate processing.

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

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

**Service:** the banking service SweepBank agrees to provide to you under this Agreement from time to time.

**Statement:** a formal record listing all the Payment Transactions on your Account for a pre-determined or selected time-period, including Cash Withdrawals, deposits, interest earned on your Account (if applicable), deposits of a SweepBank Term Deposit on maturity, withholding tax deductions on interest earned (if applicable) and other account activity as may be applicable.

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

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

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

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

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

**SweepBank Debit Card** or **SweepBank Debit Cards:** a debit card issued by SweepBank for the duration of this business relationship.

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

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

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

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

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

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

**Sweep Bank Virtual Card:** the Card as defined under Section 1.5. of Schedule B – Conditions for SweepBank Debit Card.

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

**We, us, our:** SweepBank.

**Website:** the commercial banking website, currently [www.sweepbank.com](http://www.sweepbank.com) (or any other URL as we may notify to you from time to time).

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

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

## List of Prices and Services

SweepBank access	Basic package
Monthly fee	0 €
Inactive account fee	0 €
Minimum balance required	0 €
<b>Deposit accounts</b>	
SweepBank Current account	0 €
Printed additional account statement	10 €
Overdrawn account / unplanned overdraft	0 €
<b>Interests on accounts</b>	
SweepBank Current Account	0.2% per annum for deposit up to 10,000Eur. No interest is due on deposits exceeding this amount.
SweepBank Savings Account	0.2% per annum
SweepBank Term Deposit Account	
3 Months	0.4% per annum
6 Months	0.6% per annum
12 Months	0.85% per annum
24 Months	0.9% per annum
36 Months	1.0% per annum
<b>Payments</b>	
SEPA transfer	0 €
SEPA Instant	0 €

<b>SweepBank Debit Card</b>	
Providing and renewing SweepBank Virtual Debit card	0 €
SweepBank Virtual Debit card monthly fee	0 €
Providing and renewing Initial plastic SweepBank Debit card	0 €
Plastic SweepBank Debit card monthly fee	0 €
Cash Withdrawal* <i>* Note, you may be charged a fee by the ATM operator</i>	First 4 free per month, then 2% + 1€/ Cash Withdrawal
Replacement of lost or stolen SweepBank Debit card	5 €
Payment Transaction dispute (if determined that you are liable)	25 €
<b>Daily Transaction Limits</b>	
Daily ATM Cash Withdrawals	1000 €
Daily card purchases	3000 €
Daily online use	3000 €
Deposit on SweepBank Current Account	N/A
Deposit on SweepBank Savings Account	100,000€
Deposit on SweepBank Term Deposit	100,000€

## Depositor information sheet

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

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

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

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

### (2) General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Depositor Compensation Scheme, in accordance with the regulations. This repayment covers a maximum of €100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

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

it comprises:

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

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

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

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

### **(4) Reimbursement**

The responsible Deposit Guarantee Scheme is the Depositor Compensation Scheme,

c/o Malta Financial Services Authority, Imdina Road, Zone 1, Central Business District, Birkirkara, Malta CBD 1010

Tel: (+)356 2144 1155;3

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

It will repay your deposits up to €100,000 within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 until 31 December 2023; and within 7 working days from 1 January 2024 onwards.

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

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

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

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