



# Ferratum Credit Card Agreement

The Creditor (also referred to as 'Ferratum'): Multitude Bank p.l.c.

License and Registration number: C 56251

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

Email address: [asiakaspalvelu@ferratumbank.fi](mailto:asiakaspalvelu@ferratumbank.fi)

Website: [www.ferratumbank.fi](http://www.ferratumbank.fi)(the Website)

Licensed as a credit institution and regulated by the Malta Financial Services Authority: Malta Financial Services Authority, Triq I-Imdina, Zone 1 Central Business District, Birkirkara CBD 1010

The Customer (also referred to as '**You**):

First name:            Surname:

Street:                Street number:

Town:                 Postcode:

Personal ID No.:

Telephone:

Email address:

Bank Account number:

As from the date of this Card Agreement, this Card Agreement with the Contract Version Number indicated in 1.16 (below), supersedes and replaces any card agreement previously entered into between the parties with the same Contract Version Number. Henceforth, this document, together with the Standard European Consumer Credit Information sheet (the **SECCI**) and the **List of Prices and Services** (the list containing the Ferratum tariff of charges from time to time relating to the use of services offered by Ferratum) (collectively the '**Card Agreement**'), governs the relationship between you and Ferratum with respect to your Ferratum Credit Card. In the case of conflict between this document and any of the other mentioned documents, the order of precedence shall be the same as the order in which they are mentioned above.

## 1. Key Information

1.1.	<b>Type of Credit:</b>	Credit card
1.2.	<b>Total Amount of Credit (Credit Limit):</b>	Your maximum credit limit is of 1,500 EUR. This may be changed as per clause 7.2 hereof.
1.3.	<b>Maximum Transaction Limit:</b>	Cash advances:1,000 EUR Purchases: 3,000 EUR



		Other transactions and amounts charged to your Card Account (the account on which transactions made by your Sweep Credit Card are recorded): 1,000 EUR
1.4.	<b>Duration of the Card Agreement:</b>	indefinite
1.5.	<b>Borrowing Rate, that is nominal fixed interest per annum on the open Credit balance (calculated on the basis of each month having 30,41666 days):</b>	<p><b>Cash advances:</b> - variable*</p> <p>18.50% per annum (calculated by adding the margin of 15 percentage points to the <b>Reference Interest Rate</b> (reference interest rate as per article 12 of the Finnish Interests Act, currently 3.50%) charged on a daily basis on the balance of the cash advances outstanding from the date the cash advance is taken out until it is repaid.</p> <p><b>Purchases:</b> -variable*</p> <p>0% per annum on purchases credited to the Card Account and repaid by you within 30 days from the date of the Card Statement on which the purchases are first recorded. The balance of amounts outstanding at the end of such period shall be charged interest at the variable rate of 18.50% per annum (calculated by adding the margin of 15% to the Reference Interest Rate) until repaid in full.</p> <p><b>Other transactions and amounts charged to your Card Account:</b></p> <p>- variable*</p> <p>18.50% per annum (calculated by adding the margin of 15 percentage points to the Reference Interest Rate) charged on a daily basis on the balance of the amount outstanding from the date of utilisation of the Credit to repayment date.</p> <p>The Borrowing Rate is revised two times per year on each Interest Revision Date, being 1st January and 1st July or on the following banking day, if the aforementioned date is not a banking day according to the changes to the Reference Interest Rate. However, should the nominal interest rate be less than zero due to a negative Reference Interest Rate, the nominal interest rate is always considered to be at least zero. Ferratum may, at its absolute discretion, decide to waive its right to increase the nominal interest for a particular interest period. However, this shall not be construed as a waiver of Ferratum's right to increase the nominal interest rate for subsequent interest periods based on the then applicable Reference Interest Rate.</p> <p>Notwithstanding the above, the Borrowing Rate may not be higher than 20% per annum or such other applicable mandatory nominal interest rate ceiling prescribed by law.</p> <p>Ferratum shall notify you of the new Borrowing Rate, on the invoice following that of the change in the Reference Interest Rate and the new Borrowing Rate shall apply as from the relative Interest Revision Date.</p> <p>If article 12 of the Finnish Interests Act is replaced by another article or act of parliament, then the Reference Interest Rate under this Card Agreement shall be considered to refer to such new article or act of</p>



		<p>parliament. If, however, the quotation of the Reference Interest Rate is discontinued or interrupted or if the grounds for determining the Reference Interest Rate or the process of determining the Reference Interest Rate are changed in such a fundamental way that the Reference Interest Rate cannot be considered the same Reference Interest Rate, the Reference Interest Rate to be applied will be based on EURIBOR (3 months) and if that rate is discontinued or interrupted, any other rate that will replace the interest rate applied by the European Central Bank (or other authority replacing the same) to its most recent main refinancing operations carried out before the first calendar day of each half-year rounded up to the nearest half percentage point. If such rate is not available, the arithmetic mean of the rates (rounded upwards to four decimal places) applied by banks with recognized international standing to leading banks in the European Interbank Market on the 1st of January and the 1st of July shall apply (provided that these shall be subject to any ceiling applicable under mandatory laws in force). Ferratum shall notify you of a change from the current Reference Interest Rate to another reference interest rate in accordance with the above at least two (2) months before the change becomes effective, if this is possible. Nominal interest is calculated according to actual interest days using 360 as divisor.</p>
1.6.	<p><b>Annual Percentage Rate of Charge (APR):</b></p>	<p>20.15% based on an open Credit of 1,500 EUR and a yearly nominal interest rate of 18.50% amounting to 154.53 EUR and on the following assumptions: The total amount of the Credit is drawn down immediately and in full on purchases credited to the Card Account. The Credit is provided for a period of one year starting from the date of the initial drawdown, and the final payment made clears the balance of capital, interest and other charges, if any. The capital is repaid in equal monthly payments, commencing one month after the date of the initial drawdown. The interest and other fees shall be applied in accordance with the drawdowns and repayments of capital and as provided for in the Card Agreement.</p> <p>The above assumptions and calculations are being provided only to enable you to compare offers with those of third parties.</p>
1.7.	<p><b>Total Amount Payable:</b></p>	<p>1,654.53 EUR based on an open Credit of 1,500 EUR and a yearly nominal interest rate of 18.50% amounting to 154.53 EUR, and on the following assumptions: The total amount of the Credit is drawn down immediately and in full on purchases credited to the Card Account. The Credit is provided for a period of one year starting from the date of the initial drawdown, and the final payment made clears the balance of capital, interest and other charges, if any. The capital is repaid in equal monthly payments, commencing one month after the date of the initial drawdown. The interest and other fees shall be applied in accordance</p>



		<p>with the drawdowns and repayments of capital and as provided for in the Card Agreement.</p> <p>The above assumptions and calculations are being provided only to enable you to compare offers with those of third parties. The total amount payable specified above remains correct only if the assumptions explained above are respected. Therefore, the total amount payable will be different if you draw down a different amount and/or make repayment in a different way. For example, if you pay only the Minimum Payment Amount, the total amount repayable will be higher and total repayment period longer.</p>
1.8.	<b>Repayment:</b>	The Credit shall be repaid in monthly payments amounting at least to the Minimum Payment Amount.
1.9.	<b>Minimum Payment Amount</b>	20 EUR or 3.0% of the full amount due as registered on the <b>Card Statement</b> (the statement which indicates the transactions recorded on your Card Account for the period covered therein) whichever is the higher must be settled every month. If the total amount due is lower than 20 EUR, the Minimum Payment Amount shall be considered to be the total amount due under the Card Agreement.
1.10.	<b>Due Date:</b>	15 of each month
1.11.	<b>Right of Withdrawal:</b>	<p>If you withdraw from the Card Agreement as set out in clause 2 of this document, the amount of interest payable per day assuming the full Credit is drawn down and repaid in one instalment together with interest due thereon is:</p> <p>0.78 EUR per day for purchase transactions.</p> <p>0.78 EUR per day for other transactions.</p>
1.12.	<b>Default Interest:</b>	<p>In accordance with Section 4 of the Finnish Interest Act: Until 180 days from maturity date, or the date of a court judgment, if passed within such period, the default interest shall be the higher of: (a) the reference rate of the Bank of Finland with the addition of 7 percentage points per year, currently 10.50% and (b) the nominal interest rate stipulated above. After the above date, the default interest rate shall be the reference rate of the Bank of Finland with the addition of 7 percentage points per year, currently 10.50%.The reference rate is settled by the Bank of Finland and any changes to such reference rate shall consequently result in changes to the default interest rate payable under this Card Agreement. Ferratum shall inform you of changes to the default interest rate indicating the date from which the new default interest applies.</p>



1.13.	<b>Credit Intermediary:</b>	
1.14.	<b>Credit account number:</b>	
1.15.	<b>Credit contract number:</b>	
1.16.	<b>Contract version number:</b>	

## 2. Right of Withdrawal from the Card Agreement within 14 days

2.1. You have the right to withdraw from the Card Agreement without indicating any reason within 14 days from the date of its conclusion or when you receive the contractual terms and conditions and Mandatory Information (as per clause 2.2) in a durable medium in accordance with Chapter 7, section 17 of the Finnish Consumer Protection Act, if this is later.

2.2. The **Mandatory Information** under the above section refers to:

- 1) names and address of the parties, as well as of any credit intermediary;
- 2) type of credit;
- 3) total amount of credit or credit limit and conditions governing drawdown;
- 4) duration of the credit agreement;
- 5) the good and its cash price, in the case of a loan marketed to finance the purchase of a specific good. This Card Agreement may be used to finance the purchase of goods and services, but it is not marketed to finance the purchase of particular goods or services. Therefore this condition is not applicable to the Card Agreement.
- 6) interest, the criteria for determining interest and other conditions concerning interest;
- 7) the total amount payable by the consumer, the annual percentage rate of charge of the credit and all assumptions used in calculating the annual percentage rate of charge at the time of concluding the credit agreement;
- 8) the amount, number and frequency of repayments;
- 9) account management fees, fees charged for the payment instrument required for the use of the credit and other possible fees charged as a result of the credit agreement, as well as the conditions according to which these fees may be changed;
- 10) any payments that the consumer must make to the notary for concluding the credit agreement. As there are no notary payments relating to the Card Agreement, this condition is not applicable.
- 11) if the condition for obtaining credit on marketed terms is that the consumer concludes a contract for insurance or other ancillary services, an indication of such condition and any collateral required;



- 12) information on the right to repay the credit prematurely and the creditor's possible right to receive compensation in such situation, as well as the grounds for determining the compensation and instructions for exercising the right of early repayment;
  - 13) interest for late payment and the provisions concerning its change, as well as any other charges levied as a result of breach of contract;
  - 14) a warning about the consequences of missing payments;
  - 15) information on the consumer's right to obtain, upon request and free of charge, an amortization table at any time during the credit agreement, in the case of a credit agreement concluded for a fixed period and where the capital amortization takes place in instalments;
  - 16) a list of periods and conditions for the payment of interest and payments, if interest and payments are to be made without capital amortisation;
  - 17) information on the right of withdrawal;
  - 18) the withdrawal period, information on the consumer's obligation to repay the funds received under the credit agreement and to pay interest for the period during which the funds have been available to the consumer, the amount of interest payable per day and other conditions and instructions for exercising the right of withdrawal;
  - 19) information on the cancellation of the ancillary credit agreement in accordance with Chapter 6, section 21 and Chapter 10, section 11 of the Consumer Protection Act in the event that the consumer cancels a contract that has been entered into in home or distance selling or a main contract for a timeshare or long-term holiday product;
  - 20) information on the right pursuant to Chapter 7, section 39 of the Consumer Protection Act (please see clauses 12.18 and 12.19 of the Card Agreement) to demand compensation for a breach of contract by the seller or service provider also from the creditor, in the case of a goods-or-services-related credit;
  - 21) information on the right of the parties to terminate, mature or terminate the credit agreement;
  - 22) other possible terms and conditions of the credit agreement;
  - 23) whether or not there is an out-of-court complaint and redress mechanism for the consumer and, if so, the methods for having access to it;
  - 24) contact details of the competent authority.
- 2.3. The right to withdraw can be exercised by a notice expressing your intent to withdraw. The term of 14 days is observed if the notice is dispatched within that term. The notice must be made in writing or in other durable medium and provide at least the following information (a) your name and personal identity code, (b) notice of withdrawal, (c) place and date of drawing up the notice and (d) your signature. Any notice must be delivered to the Ferratum address provided on the Card Agreement, the Website or in the Ferratum mobile application through which you can manage your SweepBank bank accounts (**Ferratum Mobile App**).
- 2.4. If you do not exercise the right to withdraw, you shall be bound by the terms and conditions of the Card Agreement. If you exercise your right of withdrawal, the Card Agreement will be considered not to have been concluded.
- 2.5. If you withdraw from the Card Agreement, you shall settle the outstanding capital drawn down by you (**Credit**) together with nominal interest due thereon calculated at the rate indicated in clause 1 of this document from



the day that you have received the Credit to the repayment date (date when Ferratum receives full repayment) without undue delay, but not later than thirty (30) calendar days after the date of dispatch of the withdrawal notice.

- 2.6. If you fail to act in accordance with this clause, the withdrawal will lapse.
- 2.7. If you withdraw from the agreement regulating your **SweepBank Current Account** (the account held with SweepBank and regulated by the SweepBank General Terms and Conditions (**GTCs**) together with the relevant schedules), you are considered to have withdrawn from the Card Agreement as well.

### 3. The Card Agreement

- 3.1. To be granted a Ferratum Credit Card you must first have a SweepBank Current Account and then conclude the Card Agreement.
- 3.2. You may apply for the Card Agreement through the Ferratum Mobile App, after reading the draft Card Agreement, and completing and submitting the relevant application, including by accepting the relevant terms and conditions of the Card Agreement. Ferratum may offer alternative methods for the completion and submission of applications to enter into the Card Agreement. Ferratum shall provide you with copy of the draft Card Agreement, free of charge, prior to entering into the Card Agreement unless Ferratum has decided not to enter into the Card Agreement.
- 3.3. By submitting an application for a Ferratum Credit Card (the **Application**), you acknowledge, confirm and warrant that you:
  - 3.3.1. have provided true, correct and complete information to Ferratum and that you will inform Ferratum as soon as possible and in no case later than within one (1) 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;
  - 3.3.2. are the owner of the bank account in the European Union through which your SweepBank Current Account is credited;
  - 3.3.3. have read the Card Agreement in good time before you were bound by it, understand the content and agree with the provisions contained herein;
  - 3.3.4. were provided with the Card Agreement in a durable medium;
  - 3.3.5. were provided with adequate explanations on the Card Agreement and its essential characteristics which have placed you in a position enabling you to assess whether the Card Agreement is adapted to your needs;
  - 3.3.6. have entered into this Card Agreement of your own free will and have not concluded it under threat, duress, or in distress or under strikingly unfavourable conditions with regard to your personal and financial circumstances;
  - 3.3.7. are not a Politically Exposed Person i.e. a person entrusted with prominent public functions (including a Head of State, Head of Government, Minister, Deputy or Assistant Minister, and Parliamentary Secretary; or other high level official in the government or state administrative unit (municipality), parliament (or similar legislative body) member, member of the management of a political party, member of superior, supreme, and constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances, council or board member of a higher audit institution, council or board member of the central bank, ambassador, authorised clerk, charges d'affaires or high ranking officer



in the armed forces, council or board member of a state owned company, or exercise any similar function to those outlined above within an institution of the European Union or other international body, head of international organisation (director, deputy director) and board member or a person taking a similar position in the same organisation, or a family member of the aforesaid (including a spouse, spousal equivalent, child, the child of a spouse or a spousal equivalent, grandchild, parents, grandparent or siblings) or close associates of the same, 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). You shall inform Ferratum within 24 hours upon becoming a Politically Exposed Person;

- 3.3.8. are not obtaining the Ferratum Credit Card for the benefit of or on behalf of somebody else. If you are acting on behalf of another person, you shall inform Ferratum immediately, and declare that you understand that additional measures will have to be applied. You also accept that Ferratum may refuse to enter into the Card Agreement or to provide you any or all services or may impose additional conditions on both you and your principal when granting such services.
- 3.3.9. 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 Card Agreement.
- 3.4. Ferratum shall, prior to entering into the Card Agreement and during its validity period, have the right to identify you and verify your identity as well as request other information/documentation from you and/or third parties which might be relevant for Ferratum to decide whether to enter into the Card Agreement, change the **Credit Limit** (i.e. the maximum amount of credit you can drawdown under the Card Agreement) or terminate the Card Agreement or for Ferratum to comply with its legal or regulatory obligations. This information shall include but not shall not be limited to information on employment, tax information and information about your financial circumstances, including other loans taken by you whether from you directly and/or third parties (including but not limited to external credit rating agencies such as the Population Register Centre, Suomen Asiakastieto Oy, the Positive Credit Register maintained by the Finnish Tax Administration and/or Bisnode Finland Oy or other similar databases) which might be relevant for Ferratum to make a decision as to whether to enter into a Card Agreement and whether to grant Credit or otherwise. By concluding the Card Agreement, you undertake to fulfil all of Ferratum's requests in terms of this clause. Ferratum shall have the right to refuse to enter into the Card Agreement or terminate the Card Agreement with immediate effect or refuse to provide services (including Credit) to you if Ferratum cannot obtain the information, documentation or verification it considers necessary or in the case that you fall outside its risk policies. Documents submitted to Ferratum in terms of this clause shall not be returned.
- 3.5. Ferratum retains, full and absolute discretion as to whether or not to enter into the Card Agreement. Ferratum is not obliged to disclose the reasons for a rejection save for the disclosure provisions specified by law including a rejection which is based on the results of a consultation with a database about the income of a person and/or performance of payment obligations. In the latter case, Ferratum shall inform you free of charge of the result of the consultation and the particulars of the database consulted.
- 3.6. The Card Agreement is considered concluded at the point in time that you are informed by email that Ferratum has accepted your Application.
- 3.7. You may request a copy of the Card Agreement, including the Mandatory Information, free of charge, at any time during the validity of the Card Agreement.





## 4. The Ferratum Credit Card

- 4.1. You will receive a Ferratum Credit Card within 3 days from the conclusion of the Card Agreement in the form of card details stored on the Ferratum Mobile App (virtual Ferratum Credit Card). You may also apply for a physical Ferratum Credit Card, if Ferratum offers you this possibility, against the fee described in the List of Prices and Services, in which case Ferratum shall send this within 10 days from approval of your application. The physical Ferratum Credit Card must be signed immediately upon receipt.
- 4.2. When setting up your virtual Sweep Credit Card you will be assigned a **PIN** (a four-digit sequence of numbers used as a secret key for accessing your Ferratum Credit Card). You may choose to change your PIN through the Ferratum Mobile App.
- 4.3. You may apply to change your Ferratum Credit Card for another type of Ferratum Credit Card (if different options are available) against the fee listed in the List of Prices and Services. Ferratum may refuse your request for any reason. Ferratum may change your Ferratum Credit Card for another type for operational reasons, indicating the options available to you. Ferratum may provide a Ferratum Credit Card under different terms and conditions. In such case, you may reject all options by terminating the Card Agreement. Ferratum will give you at least two months' notice before the change occurs. If you do not object within the notice period, you will be considered to have accepted such new terms and condition.
- 4.4. If you are issued a different type of or new (including a replacement) Ferratum Credit Card, the previous Ferratum Credit Card shall be blocked by Ferratum and must be returned to Ferratum at your cost or permanently destroyed by cutting through the magnetic stripe. If you do not do this, you shall be liable for any damages suffered through the use of such Ferratum Credit Card.
- 4.5. Your Ferratum Credit Card is valid during the validity period shown on the Ferratum Credit Card and may only be used within such period. You cannot use a Ferratum Credit Card if cancelled, blocked or suspended by Ferratum or if your Card Agreement is terminated.
- 4.6. Your Ferratum Credit Card will be automatically renewed upon expiry unless you notify Ferratum at least 30 days in advance before renewal that you do not wish to renew the same. You must ensure that the renewed Ferratum Credit Card is in your possession prior to the expiry date of the current Ferratum Credit Card.
- 4.7. Any newly issued Ferratum Credit Card will be assigned the same PIN as the Ferratum Credit Card it replaces (unless it is issued to replace a lost/ stolen Ferratum Credit Card or upon manual renewal). Unless any of the Key Information in clause 1 of the Card Agreement or the terms and conditions change, the new Ferratum Credit Card and the usage thereof shall continue to be regulated by the same Card Agreement without the requirement of any amendments.

## 5. Securing your Ferratum Credit Card

- 5.1. The Ferratum Credit Card may only be used by you and you must take great care of it, carry it on you or keep it in a safe place and check it regularly to ensure it is not stolen. You must not damage or deface it or interfere with any magnetic stripe or integrated circuit (chip) in the Ferratum Credit Card except if this has been cancelled, withdrawn or expired.
- 5.2. You may not disclose the Ferratum Credit Card number or the 3-digit card security number on the back of your Ferratum Credit Card (**CVV2**) except when properly using the Ferratum Credit Card as described in this Card Agreement. You must comply with any other instructions which Ferratum may issue regarding the safekeeping of the Ferratum Credit Card and its number and the Card Account.



- 5.3. The Ferratum Credit Card remains the property of Ferratum and must be returned or, on request, be cut into several pieces including by cutting through the magnetic stripe.
- 5.4. Your Ferratum Credit Card shall be automatically registered to allow you to authorise online Ferratum Credit Card transactions with a 3D Secure Merchant through **MasterCard Identity Check** (the 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). Either Ferratum 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. Additionally, you may be invited to register for the MasterCard Identity Check by 3D Secure Merchants. If you fail to register, Ferratum may not authorise internet transactions with any 3D Secure Merchant. However, in such circumstance Ferratum or MasterCard will notify you, as soon as reasonably practicable.
- 5.5. You shall act prudently to safeguard the security of Ferratum Credit Card, its PIN, the Card Account, your mobile number registered for use with the MasterCard Identity Check as well as of your **Device** (the mobile phone on which you downloaded the Ferratum Mobile App and through which you have access to your **Mobile Account** (i.e. the secure area within the Ferratum Mobile App, which gives you access to your profile and the different services offered by Ferratum) and from which the virtual Ferratum Credit Card can be accessed. These precautions include but are not limited to:
  - 1) never writing down your **Security Details** (Ferratum Credit Card PIN, the CVV2, the Ferratum Credit Card number, any of the MasterCard Identity Check Data) unless as authorised;
  - 2) not choosing a PIN to make it more memorable to you such as sequences of letters or numbers that may be easy to guess;
  - 3) not sharing your Security Details and taking care to ensure that no one hears or sees your Security Details when you use them;
  - 4) keeping Ferratum Credit Card receipts and other information about your Card Account containing personal details (such as statements) safe and disposing of them safely.
  - 5) using 'secure payment' sites and software when using the Ferratum Credit Card over the internet.
- 5.6. If your Ferratum Credit Card is, or you suspect that, it is lost or stolen or misappropriated or you think or suspect that it or the Security Details or Ferratum Credit Card number or your Device, or the mobile number registered to access the Mobile Account or for use with the MasterCard Identity Check, may be misused or compromised, misappropriated, lost or stolen or that someone may know your Security Details, or there is any other security breach you must inform Ferratum as soon as possible by calling on +358 941 556 055 or by messaging Ferratum in the message centre on the Ferratum Mobile App. If the Ferratum Credit Card is subsequently recovered, you must not use it and must cut it through the magnetic stripe and return it to us.
- 5.7. Depending on the country in which you are located, Ferratum also offers an emergency Ferratum Credit 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 Ferratum Customer Support.
- 5.8. Ferratum may block, suspend and replace the Ferratum Credit Card or Card Account at any time if it believes that:
  - 1) the security of your Ferratum Credit Card or Card Account is compromised.



- 2) there is suspected or actual unauthorised or fraudulent use of the Ferratum Credit Card or Card Account

In such a case, Ferratum shall endeavour to inform you before the Ferratum Credit Card is blocked. However, Ferratum may still block the Ferratum Credit Card without contacting you in order to limit damages from possible unauthorised transactions. In such a case, Ferratum shall not be responsible for any damages or losses incurred by you as a consequence.

## 6. Use of Ferratum Credit Card

- 6.1. You may use the Ferratum Credit Card to pay for goods or services purchased from merchants, or to obtain cash advances, both in your country of residence and overseas, or for any other purpose that Ferratum allows, from time to time, up to your Credit Limit.
- 6.2. All the transactions which you make with your Ferratum Credit Card or from your Card Account, as well as chargebacks by other banks, any fees or other amounts due to Ferratum connected with the Card Agreement and your Ferratum Credit Card including interest, fees for additional services, preparing various types of certificates, copies, and other documents at your request, shall be recorded on your Card Account and shall, until repaid, reduce the Credit available to you. You can only have one Card Account even if you have more than one Ferratum Credit Card. The Card Account does not have an IBAN but is an account for recording transactions as aforesaid.
- 6.3. You may use an **Account Information Service Provider** (a payment service provider offering an online service to provide consolidated information on bank accounts, at your request) in accordance with Section 82 a of the Payment Services Act in order to enable access to consolidated information on your Ferratum Accounts. Ferratum will only allow the Account Information Service Provider access to your Ferratum Account information to the extent specifically approved by you.
- 6.4. The Ferratum Credit Card can be used as permitted by Ferratum which may include for:
  - 1) NFC (so called "near field communication") payments either through the physical Ferratum Credit Card in contactless mode, or the Ferratum Credit Card in virtual mode made available on the relevant section of your Ferratum Mobile App or your Device.
  - 2) physical payments;
  - 3) online payments;
  - 4) payments by phone; and
  - 5) transfers to the SweepBank Current Account.

### Limitations on the use of the Ferratum Credit Card

- 6.5. Ferratum will endeavour to ensure that you can use your Ferratum Credit Card at all times. However, Ferratum will not be responsible for any loss you may suffer if a transaction cannot be completed as a result of causes and/or circumstances that are beyond Ferratum's control, including but not limited to machinery and/or infrastructural failure; strikes or other labour difficulties; insurrection, riots, national emergencies and/or wars; fire, floods and/or other catastrophes; power cuts; acts of God and force majeure.
- 6.6. Ferratum has the right to request and obtain additional information and documentation as well as corrected or supplemental payment instructions from you and/or from the ordering financial institution or the merchant as it considers necessary, including requesting you to provide identification documents or other



data to establish your identity. Ferratum shall not be liable for any resulting delays in the credit or rejection of the payment order. In the event of a rejection, Ferratum shall, at the earliest opportunity, and in any case no later than the end of the business day following the day when the payment order is received by Ferratum, 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. Ferratum may charge a reasonable fee for providing such information, if the refusal is objectively justified. Ferratum is finally entitled to inform all parties involved in the transaction of the reason why the payment was not credited.

- 6.7. Ferratum may put limits on the amount of transfers you may make from your Card Account to other accounts. Ferratum may also put limits on payment transactions. Without prejudice to any other rights of Ferratum in terms of this Card Agreement and of law, no further Credit, or increases to Credit shall be granted once the aggregated amount of Credit granted to you during the validity of this Card Agreement reaches 15,000 EUR. Notwithstanding the provisions of this clause, Ferratum may, at your request, agree to grant Credit even if the 15,000 EUR limit has been exceeded and may, prior to granting such Credit require you to answer any additional questions and produce any additional documentation in order to enable Ferratum to identify you, verify your identity and assess whether or not the Credit will be granted to you.
- 6.8. The Ferratum Credit Card may only be used for personal purposes and must not be used for any illegal purposes.
- 6.9. You cannot use your Ferratum Credit Card to pay off any amount due by you to Ferratum or another company within the same group of companies.
- 6.10. You cannot use your Card Account to transfer money from it to a SweepBank Term Deposit or SweepBank Savings Accounts or third party bank accounts or to receive transfers from a SweepBank Term Deposit or SweepBank Savings Accounts or from third party accounts.
- 6.11. Ferratum may refuse to authorise the use of the Ferratum Credit Card if:
  - 1) the transaction would cause the Credit Limit to be exceeded, or the Card Account balance to be in unauthorised debit or if the transaction would cause the amount owing on your Card Account to exceed your Credit Limit;
  - 2) you are in arrears in payment;

#### **Form and Procedure of giving Payment Orders**

- 6.12. When using the Ferratum Credit Card, you may have to do the following:
  - 1) sign a sales voucher or order form showing the Ferratum Credit Card number (amongst other things); or
  - 2) enter the Ferratum Credit Card PIN on the electronic point of sale terminal or PIN pad, ATM or other machine to confirm and authorise a transaction; or
  - 3) quote the Ferratum Credit Card number and other details over the telephone (if the transaction is authorised via phone); or
  - 4) quote the Ferratum Credit Card number and other details including, where applicable, the Security Details, when authorising a transaction on the internet or other electronic media (including interactive television);

#### **to signify your authorisation to the transaction.**

- 6.13. Before authorising a payment, check that the correct amount is entered.



- 6.14. Ferratum may reject a Credit request if, inter alia, in submitting such request, you do not comply with the instructions provided by Ferratum.
- 6.15. You have the right to make use of a **Payment Initiation Service Provider** (a payment service provider which initiates a payment order at your request with respect to Ferratum bank accounts) in accordance with Section 38 a of the Payment Services Act to issue a payment order to Ferratum. Prior to the use of the payment initiation service through the Ferratum Mobile App, you shall give your consent to Ferratum to execute a payment transaction through the Payment Initiation Service Provider.
- 6.16. Ferratum will inform the merchant if it is prepared to authorise the payment from your Card Account.
- 6.17. If the payment order is not applied and is returned to Ferratum, Ferratum will credit the returned funds, less Ferratum's charges, if applicable according to Ferratum List of Prices and Services, to your Card Account.
- 6.18. Ferratum may claim a refund from you of, and/or immediately debit from your Card Account without prior notice, any monies that are paid by Ferratum into your Card Account in error. You will be informed about any such debiting on your next Card Statement.

#### **Receipt of payment orders, maximum execution times, value dating and cancellation of payment orders**

- 6.19. Payment orders are considered received when transmitted to Ferratum in accordance with this Card Agreement and received by Ferratum from you or the payee. If the payment order is received on a day which is not a business day, Ferratum may consider the payment order received on the following business day.
- 6.20. Your Card Account will not be debited before the receipt of the payment order by Ferratum.
- 6.21. Where the payment order is for a same-day value payment, Ferratum will begin processing the order made according to this Card Agreement, when it is received.
- 6.22. You cannot revoke a payment order once it has been received by Ferratum or the Payment Initiation Service Provider if one was used.
- 6.23. The amount of the payment transaction will be credited to the payment service provider of the payee by the end of the following business day from receipt of the payment order unless a future dated payment order is made. If you issue a payment order for a future-dated payment, Ferratum will process the payment on the date you specify. Ferratum may process the payment on the business day following the indicated date of transaction if the date indicated for the transaction is not a business day.
- 6.24. The debit value date of an amount debited from the Card Account shall not be earlier than the point in time at which the amount of the payment transaction is debited from the Card Account. The credit value date of an amount credited to the Card Account shall be no later than the business day on which the amount of the payment transaction is credited to the Card Account. The amount of the payment shall be at your disposal immediately after that amount is credited to the Card Account.
- 6.25. Transactions are recorded on your Card Account at the latest on the next business day after Ferratum receives the details of payment from the card scheme or other payment service provider.
- 6.26. If you wish to cancel a recurring payment order or a future-dated payment order, you may do so against the Card Transaction Cancellation fee. The request for cancellation must reach Ferratum at the end of the business day before the agreed execution date and you must additionally arrange the cancellation with the merchant.

#### **Loss of right to use the Ferratum Credit Card/draw down Credit**



6.27. You lose the right to use the Ferratum Credit Card and to draw down Credit from the Card Account in the following situations:

- 1) termination or expiry of the Card Agreement for any reasons,
- 2) breach of the Card Agreement, including due to late payment,
- 3) your risk of defaulting on your payment obligations under the Card Agreement is substantially increased,
- 4) expiry of the Ferratum Credit Card validity period,
- 5) there is suspicion of fraud or misuse of the Ferratum Credit Card or Card Account or that the transaction may not be lawful or might not comply with this Card Agreement,
- 6) Ferratum considers that the Ferratum Credit Card, or its details, are likely to have been or have been compromised,
- 7) in case you fall outside Ferratum's risk policies,
- 8) damage or destruction of the Ferratum Credit Card,
- 9) change in your name or surname,
- 10) replacement of the Ferratum Credit Card with a new one,
- 11) withdrawal from the Card Agreement,
- 12) suspension or blockage of the Ferratum Credit Card,
- 13) limitation or loss of your legal capacity,
- 14) your death.

Suspension may be lifted at Ferratum's discretion if Ferratum considers that the cause for suspension no longer exists.

## 7. Credit Limit

7.1. Your Credit Limit is specified in the Card Agreement and the Ferratum Mobile App.

7.2. Your Credit Limit can be increased or reduced by Ferratum at any point in time, following your application or of Ferratum's own volition (i) based on your creditworthiness assessment or (ii) if the risk of your defaulting on your payment obligations under the Card Agreement is substantially increased or (iii) if you are in breach of this Card Agreement, including due to late payment. Ferratum will notify you of any changes to your Credit Limit. A higher Credit Limit offers greater flexibility to meet your financial needs but also increases the risk of indebtedness and may lead to higher cost of the Credit. Ferratum may during the validity of the Card Agreement conduct a creditworthiness assessment at any time.

7.3. You may not request Credit in excess of your Credit Limit even if any transaction or amount is not yet registered on the Card Account.

7.4. If the Credit Limit is exceeded, the Ferratum Credit Card may be suspended or blocked by Ferratum and you must additionally pay such excess immediately as well as the Excess Limit fee. Any transactions or amounts due shall be considered in deciding whether you have exceeded the Credit Limit even if such amount is not yet recorded on the Card Account. Ferratum is entitled not to honour a transaction which you may authorise, and which exceeds the Credit Limit. Ferratum retains sole discretion as to whether to accept a Credit request or otherwise even if this is made for an amount which is within your Credit Limit as further specified in this Card Agreement.



## 8. Interest and Fees

- 8.1. Ferratum charges interest for the use of the Credit as explained in the Card Agreement and fees for services performed in accordance with the rates indicated in the Card Agreement and/or the List of Prices and Services by debiting the Card Account. The amount of fees for the Services is set out in the List of Prices and Services as issued by Ferratum from time to time. The List of Prices and Services is available on the Website or through the Ferratum Mobile App. If you make use of a service included therein, and unless otherwise agreed with Ferratum, 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.
- 8.2. If you use your Ferratum Credit Card or Card Account to draw down cash (cash advances) including the drawing down of cash from any ATM or over the counter at any bank or other cash provider, making payment by electronic money transfer, direct debit, standing order or similar, or similar services Ferratum may allow in connection with the use of the Card Account, you will have to pay the Cash Withdrawal fee.
- 8.3. If you use your Ferratum Credit Card for a cash drawdown or to make a payment in a currency other than the currency of your SweepBank Current Account, the amounts will be converted into the currency of your SweepBank Current Account using the MasterCard Exchange rates applicable at the time the transactions are cleared by MasterCard and you shall be liable for all charges. You should be aware that the exchange rates accessible through the Ferratum Mobile App are only indicative and may vary on Ferratum Credit Card transactions.
- 8.4. If you use your Ferratum Credit Card at any ATM network or make a payment at a point of sale terminal in a currency of a European Member State which is not in the Euro currency, Ferratum shall: (a) upon the receipt of the payment order and without undue delay, send to you an electronic message via the Ferratum Mobile App including information on the currency conversion fee and the actual or reference exchange rate; and (b) also provide you with the same information on a monthly basis within your Card Statement. You may contact Ferratum via the Ferratum Mobile App if you would not like to receive such notifications.
- 8.5. Ferratum may, for promotional purposes, offer to reduce or waive interest, fees or other charges contained or referred to herein for a limited time only provided that such waiver or reduction shall only apply if you satisfy the conditions of the promotion.
- 8.6. It shall be your responsibility to verify whether the payment transaction is subject to any charge by third party banks, as applicable, and if necessary to pay these.

## 9. Repayment

- 9.1. You must pay at least the Minimum Payment Amount each month by Due Date in the currency of your SweepBank Current Account. You must also pay immediately any outstanding excess over the Credit Limit, any arrears and amounts of any transactions made in breach of this Card Agreement. Repayments will reduce your balance only once credited to the Card Account.
- 9.2. Ferratum may accept partial payments without losing its rights to full payment even if the repayment is marked as payment in full.
- 9.3. You may settle the liabilities due hereunder by internal transfer order made in Ferratum Mobile App or direct debit.



- 9.4. You authorise Ferratum to make payments due to it under the Card Account from your SweepBank Current Account or SweepBank Savings Account if you do not repay on time. You must keep sufficient money in your other SweepBank Accounts to satisfy any payments to be made accordingly.
- 9.5. You should not make payments to the Card Account for any purpose other than debt repayment. You should not make payments that place the Card Account in credit. If you do so, Ferratum may charge you a Positive Balance fee and is authorised to transfer the balance in credit to your SweepBank Current Account without separate notification to you. Any credit balance on your Card Account shall not bear interest. Additionally, Ferratum shall not be responsible for any losses associated with the unauthorised use of the Ferratum Credit Card that the payments debited to the Card Account and exceeding the Credit Limit have made possible. Any Credit amount drawn down must be paid within the period specified in this Card Agreement.
- 9.6. You may only set off claims against those of Ferratum if your claims are undisputed and Ferratum accepts the claims or the claims have been confirmed by a final court decision.
- 9.7. You may repay the Credit and all due amounts hereunder, in full or in part, before the agreed due date in the same way as other repayments. In case of early repayment, the interest and mandatory fees due shall be calculated as a proportion of the time during which the Credit was actually used (i.e. which accrued until the date of repayment). If you are unsure about the latter amount, the relevant information is available by emailing Ferratum or messaging Ferratum on the Ferratum Mobile App. Ferratum does not charge a compensation for early repayment.
- 9.8. In the event of termination or expiry of the Card Agreement, the final repayment of all liabilities towards Ferratum should be made on the repayment date indicated in the last Card Statement, however not later than 30 days from the date of termination or expiry of the Card Agreement.
- 9.9. If, after the termination or expiry of the Card Agreement, you authorise transactions via the Ferratum Credit Card, you shall repay the amount due to Ferratum as indicated in the relative Card Statement.
- 9.10. The order of allotment shall be the following: (1) default interest, (2) non-interest fees and charges, including all costs related to the exchange of currency, (3) the unpaid nominal interest in the following order: interest for all transactions other than purchase transactions and then interest for purchase transactions, (4) the Credit principal, (5) costs of recovery of any amounts due and any other amounts owed by you in terms of the Card Agreement.

## 10. The Card Statement and Statement of Fees

- 10.1. The Card Statement shall be made available on the Ferratum Mobile App each month that there is activity or a balance due on your Card Account. Failure to receive the Card Statement does not relieve you of the obligation to repay the amounts due. In case no Card Statement is received within fifteen (15) calendar days from the date on which it is due to be issued, you shall notify Ferratum. You may request a hard copy of the Card Statement against the Card Statement fee.
- 10.2. The Card Statement shall indicate the transactions on your Card Account as well as other amounts added to your Card Account since the last Card Statement, the Minimum Payment Amount, the Credit, the interest, the Due Date, the exchange rate applied and any other fees and charges payable by you in terms of the Card Agreement, including default interest for late payments, if any. For the avoidance of doubt, the Card Statement shall reflect the amounts due to Ferratum during the period indicated on the Card Statement. Any changes to the amounts due to Ferratum caused by payments or an increase in the Credit drawn down following those dates shall be reflected in the subsequent Card Statement.





- 10.3. You must check your Card Statement line by line and inform Ferratum as soon as possible if you think that the Card Statement is incorrect.
- 10.4. Ferratum shall provide you with a yearly Statement of Fees on your Ferratum Mobile App free of charge in the English language.

## 11. Complaints

11.1. In case you have any complaints, you are entitled to file them directly with Ferratum, using the contact data provided above or on its website. Complaints shall be settled by negotiations. You can 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 and (c) the nature of the conflict, your claim and substantiation thereof. You shall enclose copies of documents certifying the transaction as well as other documents substantiating the complaint (if possible). An electronically submitted complaint shall not require a signature. Ferratum shall acknowledge receipt of the complaint within two (2) working days and provide a reply (either by email or post) to you within 15 business 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). Telephone: 2124 9245. In case of a complaint filed with the Arbiter for Financial Services, you will be required to provide information listed above and the remedy that you are seeking. You will also be requested to provide the letter of complaint submitted to Ferratum allowing 15 working days for Ferratum to reply, the reply submitted by Ferratum, relevant documentation relating to the product you are complaining about and other documentation in support of the complaint. You will need to pay 25 EUR for the procedure. In the case of the Consumer Disputes Board, the proceedings are free of charge. The process takes place in writing, and it is not necessary to have a legal representative. The complaint is sent to the Consumer Disputes Board via the electronic service at <https://asiointi.kuluttajariita.fi/kuluttaja/#/fi/kirjaudu/luo-tunnus>. The Customer creates a username for the electronic service and selects the appropriate form for the subject matter of the dispute. Any documents will be attached as PDF files to the complaint. With regards to the Consumer Ombudsman, the quickest way to contact an advisor is by telephone: +358 29 505 3050. The consumer advice may also be contacted electronically with the online contact form at <https://asiointi.kkv.fi/fi>. In case a complaint is filed with the European Consumer Centre Finland, the Customer can email to ECC at **ECCNET-**



**FI@ec.europa.eu** or call on +358 29 505 3090 from Monday to Thursday between 9:00 am and 12:00 am. The consumer advice of the Finnish Competition and Consumer Authority provides free guidance and mediation in disputes. The European Consumer Centre also does not charge consumers for processing complaints. It is not necessary to have a legal representative. Furthermore, as the Consumer Disputes Board may decline to consider the matter if the Customer has not contacted the company concerned and the Consumer Ombudsman/ECC first, he or she should be advised to contact the Consumer Advisory Service or ECC before contacting the Consumer Disputes Board. The Consumer Disputes Board may make resolution even if the seller/service provider does not respond to the complaint in time or at all.

- 11.2. If it is not possible for Ferratum to reply within 15 business days due to objective reasons, Ferratum 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 Ferratum refuses your request it shall provide reasons for such refusal. If Ferratum does not provide a reply within the time period specified herein, it shall be considered that Ferratum has refused your request.

## 12. Liability, Disputed Transactions and Refunds

- 12.1. You shall be liable for all damage arising from (1) your breach of law or this Card Agreement or (2) Ferratum's inability to transmit a payment because the payment order is in excess of your Credit Limit or other reason stipulated in this Card Agreement under which Ferratum is authorised not to execute a payment order.
- 12.2. Ferratum's liability to you for loss or damage arising from Ferratum's breach of the Payment Services Act or the Card Agreement shall be limited as stipulated hereunder.
- 12.3. Ferratum's liability to you for direct damage to property arising from Ferratum's breach of the Payment Services Act or the Card Agreement when executing a payment transaction shall be limited to the refunding the transaction amount (if lost) and the necessary expenses incurred by you in investigating the error or neglect and lost interest and charges for which it is responsible.
- 12.4. Ferratum 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.
- 12.5. 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, Ferratum's possibility to foresee the loss and prevent it from occurring, and any other relevant circumstances.
- 12.6. Ferratum shall not be liable to compensate you for direct losses unless you notify Ferratum within a reasonable time from becoming aware of such loss or from when you should have reasonably detected it, whichever occurs earlier.
- 12.7. Ferratum shall only be liable for an unauthorised or incorrectly executed payment transaction if you notify it without undue delay on becoming aware of any such transaction giving rise to a claim and no later than 13 months after the debit date unless Ferratum fails to provide the information on the payment transaction in accordance with the law.



### **Unauthorised payment transactions**

- 12.8. When you dispute a transaction as unauthorised, you have to provide all information necessary for Ferratum to carry out an investigation. Ferratum may request further information indicating the timeframe in which you need to provide it. Ferratum will immediately, and by not later than the end of the following business day, refund the transaction amount and restore the Card Account to the state it would have been in had the transaction not taken place. This shall not apply if Ferratum has reasonable grounds for suspecting fraud and communicates those grounds to the relevant national authority in writing. The credit value date for the Card Account shall be no later than the date the amount had been debited. Ferratum may refund the amount of the transaction before it resolves the investigation. In such a case, Ferratum may re-debit your Card Account should it conclude that the disputed transaction was correctly authorised by you.
- 12.9. You are not liable for the unauthorised use of your Ferratum Credit Card or the Security Details unless (a) you handed your Security Details or Ferratum Credit Card to another person (b) you acted negligently or (c) you failed to notify Ferratum of the loss, unauthorised possession or unauthorised use of the Security Details or Ferratum Credit Card without undue delay after its discovery. In the above cases, your liability will be limited to EUR 50 unless you acted intentionally, fraudulently or with gross negligence.
- 12.10. If (a) the Ferratum Credit Card or Security Details have been used after Ferratum was informed of their loss, unauthorised possession or unauthorised use; (b) Ferratum fails to provide appropriate means for the notification at all times of a lost, stolen or misappropriated Ferratum Credit Card or Security Details; (c) the seller, service provider or person who has received the Security Details or the Ferratum Credit Card, as their representative, has not duly ascertained the right of the holder to use the Security Details or Ferratum Credit Card; or (d) if Ferratum has not required strong customer identification, you shall, not be liable for the financial consequences resulting from use of that Ferratum Credit Card or the Security Details. However, in case you or other holder of Ferratum Credit Card or the Security Details acts fraudulently or intentionally make a false declaration, no limitation of liability shall apply in your regard.
- 12.11. Notification should be made to Ferratum as per clause 5.6. Ferratum will then take the necessary steps to stop the unauthorised use of your Security Details or Ferratum Credit Card. Ferratum will require information and your assistance to help it to recover your Security Details or Ferratum Credit Card or identify fraud. If you are asked to report such transactions to the police, this must be done as soon as possible. You must cooperate with Ferratum and with the police. Should you retrieve your Security Details and/or Ferratum Credit Card and/or your Device after you have reported them lost or stolen, you must not use them.

### **Incorrect or late execution of a payment transaction**

- 12.12. If you initiate and authorise a payment transaction in accordance with the Card Agreement, Ferratum is liable for the correct execution thereof, unless it proves to you and the payee's payment service provider that the latter received the amount within the time stipulated by law. If you are the recipient of the payment order, Ferratum shall not be liable if Ferratum can provide evidence that it has duly credited the Card Account. Ferratum may not be held liable if the defective execution of the payment transaction is due to the communication of incorrect bank details or because you communicated information in addition to that required for the execution of the payment instruction. Where Ferratum is liable for the correct execution of a payment transaction, unless you provide Ferratum with other specific instructions, Ferratum shall:
- 1) in case of outgoing payment transactions, refund to you without undue delay, the amount of the non-executed or defective payment transaction, and, where applicable, restore the debited Card Account to the state in which it would have been had the defective payment instruction not taken place. The credit value date shall be the same as the date on which the transaction was debited;



- 2) in case of incoming payment transactions, immediately credit the Card Account with the amount of the transaction and ensure the amount is at your disposal immediately after it is credited to the Card Account. The credit value date shall be no later than the date on which the amount would have been value dated had the transaction been correctly executed.

12.13. Ferratum shall be liable for any charges for which it is responsible and for any interest charged to you as a consequence of non-execution or defective execution of a payment transaction for which it is responsible.

12.14. Ferratum will, free of charge, at your request, make immediate efforts to trace the payment transaction and notify you of the outcome even if it is not liable for the defective or incorrect execution.

12.15. If you, as payee, give a payment order to Ferratum and Ferratum transmits this incorrectly, Ferratum shall retransmit the order to the payment service provider of the payer.

12.16. In the case Ferratum is liable for the late transmission of an incoming payment order, the amount shall be value dated no later than the date the amount would have been value dated had the transaction been correctly executed.

#### **Transactions authorised by or through the payee**

12.17. If you dispute any transaction authorised by or through the payee, you must inform Ferratum as soon as possible. If the authorisation did not specify the exact amount of the transaction and transaction exceeds the amount that you reasonably expected (other than as a result of exchange rate fluctuations), you must inform Ferratum within eight weeks from the date on which the transaction was charged to your Card Account and you will receive a full refund within 10 business days from the request except where you have consented to the transaction to be made and information about the transaction was provided at least four weeks before the date on which payment is due. The credit value date for the Card Account shall be no later than the date the amount was debited. You shall bear the burden of proving conditions for a refund have been met.

#### **Disputes in relation to the supply of goods and services purchased by your Ferratum Credit Card**

12.18. You should try to agree with the seller or your service provider in case you purchased a defective good or service or if the seller or service provider does not meet its obligations. If you have the right to withhold payment or to obtain a refund, damages or other payment from the seller or service provider in respect of its breach of contract, you also have this right against Ferratum if the transaction was financed through the use of your Ferratum Credit Card. However, Ferratum is not obliged to pay you more than it has received from you in payments. The claim must be presented within a reasonable time without any undue delay.

12.19. If, due to a seller's or service provider's breach of agreement, you refrain from paying the price of a product or service, you may, however, not withhold a sum that apparently exceeds the requirements that you are entitled to as a result of a delay or default. You are liable for any default and other consequences following unjustified refraining from a payment.

## **13. Consequences of being overdue**

13.1. If any amount is not paid on time, Ferratum shall be entitled to charge you default interest as described in clause 1 above on any outstanding amounts. You shall also reimburse Ferratum any collection charges due to an overdue payment as provided in the then current legislation on the collection of consumer debt. Ferratum shall also have the right to apply the limits, restrictions and sanctions specified in this Card Agreement, including blocking use of the Ferratum Credit Card.



- 13.2. If any repayment or part thereof is delayed by at least one month and is still unpaid, Ferratum shall have the right to call the full Credit together with all other amounts due under the Card Agreement as due and payable. In case of such recall, you shall have the right to pay the delayed amount within four weeks from notice and if you have been previously notified about the delay, two weeks from notice. If you pay the amounts due, the recall shall lapse. If you fail to act accordingly, you shall be required to repay the full Credit, inclusive of interest, fees and expenses, in a single instalment after the passage of time mentioned above (four weeks/two weeks), at which point the Card Agreement terminates.
- 13.3. Ferratum's right to recall shall not apply if the delay in payment is attributable to your illness, unemployment or similar reason beyond your control unless waiving the recall would be manifestly unreasonable for Ferratum in view of the duration of the delay and other relevant circumstances. Any such social bar to performance must be promptly reported to Ferratum in writing. The notice must be accompanied by documents as proof of the existence of such a bar to performance.
- 13.4. The balance of the total amount due under the Card Agreement falls due for repayment immediately if you become insolvent (are declared bankrupt) or die.
- 13.5. If Ferratum has the right to recall the Credit and other amounts as due but does not invoke the basis for recall immediately when it comes to its attention, this does not constitute a waiver of Ferratum's right to invoke such grounds and recall the Credit and other amounts at a later date.
- 13.6. If any amount has been overdue for more than 60 days, Ferratum shall have the right to report and register you in debt registers and/or databases containing credit histories of debtors provided that a past-due notice is sent to you in writing at least 21 days before the disclosure of information to the credit information register. Such past due notice shall include information on the possibility of such disclosure in case the default continues and the conditions regulating the retention of payment default information.
- 13.7. Additionally, if you are late in payment by more than 14 days, Ferratum shall have the right to send you a past due notice and charge an Administrative fee for the amount specified in the List of Prices and Services for such service, which fee shall fall due and be payable within 2 business days from when Ferratum sends you such a past due notice.
- 13.8. Ferratum shall also be entitled to claim compensation of all actual additional damages, expenses and costs incurred in collecting overdue amounts, including the recovery of payments made through debt collectors, provided that in the latter case the amount charged to you shall not exceed the highest amount allowed by the then current legislation. You agree that such amount shall be collected directly from you through debt collectors without the requirement of court or judicial intervention.
- 13.9. In addition to default interest, missing payments can, among other things, also lead to the termination of the Card Agreement, registering you as a bad debtor in databases, affect your credit rating negatively, making it difficult or more expensive for you to get a loan in the future and may lead to legal action being taken against you.

## 14. Personal data processing

- 14.1. You acknowledge that Ferratum shall collect and process your personal data in accordance with the Ferratum's Principles of Processing its Clients Personal Data which are published on the Website and in Ferratum Mobile App, as well as on the basis of any consent given for such processing when this is required by applicable law. You shall inform Ferratum immediately and within not later than one business day if there has been any change to the data provided to Ferratum.



- 14.2. You shall notify Ferratum 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 Ferratum 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 Trade 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) and the Prevention of Money Laundering and Funding of Terrorism Regulations.

## 15. Amendments

- 15.1. Ferratum reserves the right to amend this Card Agreement including the fees and interest rate at its discretion. However, such amendments only apply to the existing Card Agreement if the amendment is due to a legal amendment, decision made by the authorities or other well-founded reason based on economic or business requirements and/or changes of the technical environment and /or changes in the product or service parameters. The procedure for amendments of the Card Agreement shall be the following: Ferratum shall notify you of the amendments through the message centre on your Ferratum Mobile App or by means of an email. The said updates will, in the absence of exceptional circumstances, be provided by Ferratum no later than two (2) months before their proposed date of application, unless the changes are favourable to you or unless the changes are required due to a change in relevant legislation or regulations and Ferratum is prevented from giving you two months' notice. In those circumstances, Ferratum will give you as much prior notice as possible. If the fee increases are due to legislative amendments or decisions made by the authorities, the new prices may also apply to credit drawn down previously. Changes in exchange rates may be applied immediately and without notice, provided that such changes are based on changes to the applicable reference exchange rate.
- 15.2. Unless you reject such changes before the proposed date of entry into force of the changes by exercising the rights to termination, you are considered to have accepted them.

## 16. Communication

- 16.1. Ferratum will contact you through the message centre in your Ferratum Mobile App, by email, by post or by phone. Ferratum can be reached through the message centre in your Ferratum Mobile App, by contacting Ferratum's Customer Support Centre or via post at Ferratum's address. Such notice will only be effective as from that time that Ferratum receives it and verifies the authenticity of the notice. Any notice sent by Ferratum to you through the Ferratum Mobile App or through the email address which you have communicated to Ferratum 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 Ferratum about a change in your mailing address and, as a result, mail is returned to Ferratum, Ferratum may restrict your access to your Ferratum Mobile App until Ferratum receives satisfactory proof of your new email address.
- 16.2. In order to access your Ferratum Mobile App you will need an Apple (iOS 11.0 or later) or Android (Android 6.0 or later) smart phone.



## 17. Term and Termination

- 17.1. This Card Agreement is being entered into for an indefinite term.
- 17.2. You are entitled to terminate the Card Agreement at any time with immediate effect with a written and signed notice to Ferratum. However, in case of such termination, Ferratum may demand the immediate repayment of all amounts due. In other cases, the Card Agreement can be terminated in terms of this Card Agreement and the applicable law.
- 17.3. Ferratum shall have the right to demand that the full Credit and other dues under the Card Agreement are repaid after four weeks from notice and, if you have been previously notified about the breach, two weeks from notice if you are in material breach of the Card Agreement, for example if you have provided Ferratum with misleading information that may have affected the decision to grant the Ferratum Credit Card or the Credit Limit granted to you, you have breached warranties granted under the Card Agreement, or if the risk of defaulting on your payment obligations under the Card Agreement is substantially increased. The right of recall shall lapse if you remedy the breach within the notice period.
- 17.4. Ferratum may close your Card Account (by providing two months' written notice), cancel or suspend your right to use your Card Account or reduce your Credit Limit if your Card Account has been dormant, meaning there have been no transactions or a zero balance for a period of one and a half years or more. Before doing so, Ferratum will contact you to determine whether you intend to make any further transactions with your Ferratum Credit Card.
- 17.5. Ferratum shall also have the right to terminate the Card Agreement at any time without cause and without liability by giving two months' notice of termination in a durable medium.
- 17.6. Once notice of termination has been given, you may no longer draw down Credit under the Card Agreement and the Ferratum Credit Card, and Security Details must not be used and you must destroy the Ferratum Credit Card or return all Ferratum Credit Cards having cut them into several pieces and cancel any instructions or authorities you have given others to charge your Card Account. You must continue to make all payments due under this Card Agreement, which will continue until you have repaid all amounts owed to Ferratum, including amounts added to the Card Account after the notice to end the Card Agreement. In the event of non-payment, Ferratum shall be entitled to collect default interest.
- 17.7. Any termination will not affect your obligation to repay the Credit drawn down, interest, fees and other costs accrued before the date of termination as provided in the Card Agreement.
- 17.8. You shall be liable to pay fees for payment services levied on a regular basis only proportionately to the termination of the Card Agreement.
- 17.9. On termination you will receive a Card Statement containing the following information covering a period of 13 months (or such shorter period for which the Card Agreement has been valid): (a) a unique identifier for each payment transaction and, where appropriate, information relating to the payee/payer; (b) the amount of the payment transaction in the currency of your SweepBank Current Account; (c) the amount of any charges for the payment transaction and, where applicable, a breakdown of the amounts of such charges, or the interest payable by you; (d) where applicable, the exchange rate used in the payment transaction, and the amount of the payment transaction after that currency conversion; (e) the credit/debit value date or the date of receipt of the payment order.



## 18. Other provisions

- 18.1. The Card Agreement shall be provided in English and Finnish and the English version of the Card Agreement shall prevail in the case of any conflict between the two versions. You agree that information under or relating to the Card Agreement will be supplied in Finnish and/or English. Communication shall be held in Finnish and/or English during the duration of the Card Agreement.
- 18.2. The Card Agreement shall be governed by Finnish law. You may only bring proceedings against Ferratum in the Member State of the European Union where you are domiciled or in Malta. Ferratum 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.
- 18.3. Ferratum shall have the right to choose not to enforce any of the provisions of the Card 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 Card Agreement or any part hereof or of Ferratum's right to enforce any provision in accordance with its terms.
- 18.4. Ferratum shall have the right to assign its rights and/or obligations in relation to the Card 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 Card Agreement without the consent of Ferratum.