

# SweepBank's General Terms and Conditions

The General Terms and Conditions always govern the business relationship between the Customer and Multitude Bank p.l.c. (hereinafter referred to as „SweepBank"). In addition to these General Terms and Conditions, the following Schedules and the List of Prices and Services, shall also govern the business relationship between the Customer and SweepBank, but only to that extent the Customer has subscribed for the relevant Services:

- Conditions for the Opening of the SweepBank Current Account and SweepBank Savings Account.
- Conditions for SweepBank Debit Card
- Conditions for the Use of SweepBank Debit Card through Apple Pay
- Conditions for the Use of SweepBank Debit Card through the Google Pay
- Conditions for Payments Transactions
- Conditions for Mobile Banking
- Conditions for SweepBank Term Deposit
- Conditions for Credit Line Facility Agreement
- Definitions
- List of Prices and Services
- Depositor Information Sheet

## Basic rules governing the relationship between customer and SweepBank

### 1. Scope of application and amendments of these General Business Conditions and the Conditions for particular business relations

#### (1) Scope of application

(1.1.) In order to accept the agreement, Customer declares to have read and understood these General Terms and Conditions, the Schedules applicable to those Services subscribed by the Customer, the List of Prices and Services and the Depositor Information Sheet available for Customer here above.

(1.2) The General Terms and Conditions, the Schedules applicable to those Services subscribed by the Customer, the List of Prices and Services, together govern the entire business relationship between SweepBank and the Customer and shall together be referred to as the "Agreement".

(1.3) To enter into the Agreement, the Customer 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 may also offer the Customer the possibility to apply for a revolving credit facility for the maximum credit amount indicated. SweepBank has absolute discretion whether to offer such possibility to the Customer or otherwise and whether to accept the application of the Customer or otherwise.

(1.4) The Customer before submitting the Application shall receive a copy of the draft General Terms and Conditions together with the relevant Schedules, the List of Prices and Services, and the Depositor Information Sheet.

(1.4.1) If the Customer is offered the possibility and applies for the credit line facility, he/she shall also receive the SECCI. By ticking the appropriate boxes, the Customer declares to have read and understood and to accept the Agreement, the Depositor Information Sheet and, if relevant, the SECCI.

(1.4.2) If the Customer is offered the possibility and applies for the SweepBank Term Deposit, he/she shall also receive the Annex to the SweepBank Term Deposit. By ticking the appropriate boxes, the Customer declares to have read and understood and to accept the Agreement, the Depositor Information Sheet and, if relevant, the Annex to the SweepBank Term Deposit.

(1.5) At any time during the business relationship with SweepBank, an updated copy of the General Terms and Conditions shall be made available to the Customer on durable format (e.g. PDF) on the dedicated section of the Website or on the SweepBank Mobile App. The Customer shall also have the right to receive such copy on request, contacting by email SweepBank's Customer Support at [help.lv@sweepbank.com](mailto:help.lv@sweepbank.com) or through the Customer's Mobile Account.

(1.6) By submitting the Application, the Customer acknowledges, confirms and warrants that he or she:

(1.6.1) has provided true, correct and complete information to SweepBank and that he or she 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 he or she notices that any information submitted was erroneous or otherwise untrue, incorrect or incomplete;

(1.6.2) has read the Agreement in good time before she/he was bound by them, understands the content and agrees with the provisions contained therein;

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

(1.6.4) was provided with adequate explanations on the Agreement, the essential characteristics of the Agreement and the Services (including the consequences of default of repayment) which have placed him/her in a position enabling him/her to assess whether the Agreement is adapted to his/her needs;

(1.6.5) has entered into this Agreement of his/her free will and has not concluded the Agreement under threat, duress, or in distress or under strikingly unfavourable conditions with regard to his/her personal and financial circumstances;

(1.6.6) is not a politically exposed person and that he or she shall inform SweepBank within 24 hours upon becoming a politically exposed person;

(1.6.7) is not obtaining the Services for the benefit of or on behalf of somebody else. If the Customer is being provided with the Services or otherwise acting on behalf of another person, he/she shall inform SweepBank immediately, in which case the Customer understands that additional measures will have to be applied and accepts that SweepBank may refuse to enter into the Agreement or to be provided with the Services or may, impose additional conditions on both the agent and his/her principal;

(1.6.8) understands that short-term borrowing may carry with it certain risks, since it is designed to suit liquidity needs over short periods of time and may carry higher interest rates than long term borrowing. Consequently, using short-term borrowing over a long period of time and to address long-term financial needs may lead to increased financial pressures;

(1.6.9) has evaluated the need for borrowing funds and evaluated his/her capacity to repay the credit line facility under Schedule F, that he/she has no debt obligations with respect to which he/she has allowed a delay, he/she is not and has never been registered as a debtor in databases, there are no collection procedures initiated against him/her, he/she is not a defendant in a civil case on debt collection as well as is not involved in any case that may affect his/her solvency;

(1.6.10) will make good any damage caused by any breach by him or her of any of the warranties contained in this clause or any of his or her obligations in terms of the Agreement.

1.7. 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 the identity of the Customer as well as request other information from any Customer and/or third parties which might be relevant to SweepBank to make a decision as to whether to enter into the Agreement and whether to grant Services or otherwise to the Customer. The Customer, by concluding the Agreement, undertakes to fulfil all SweepBank's requests in terms of this clause. The Customer acknowledges and accepts 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 a Customer if SweepBank cannot obtain the information, documentation or verification which it considers necessary to enter into the Agreement or provide Services to the Customer or in the case that the Customer falls outside the risk policies of SweepBank.

1.8. SweepBank shall inform the Customer by means of an e-mail about its decision to enter into the Agreement or otherwise. SweepBank may decide to accept the Customer's application to open an Account while refusing the Customer's application for a credit line facility. The Agreement is considered concluded at the point in time that the Customer is informed by e-mail that SweepBank has accepted to enter into the Agreement.

## (2) Products and Services

### (2.1) Credit Line Facility

The Customer may be offered the possibility to apply for a credit line facility whether together with the Application or at a later stage. The maximum Credit Limit which may be offered under this Agreement shall be 2000 EUR. SweepBank is not obliged to offer such maximum Credit Limit applicable in Latvia to all Customers. The Customer's Credit Limit shall be specified in Schedule F. For more information on the Credit Line Facility, reference shall be made to Schedule F.

### (2.2) SweepBank Current Account

The Customer may be also offered the possibility to apply for a SweepBank Current Account. The SweepBank Current Account is a free mobile payment account and bears interest in accordance with the List of Prices and Services. In the SweepBank Current Account you can deposit funds from other banks, as well as transfer money to your own accounts with SweepBank Bank or to other banks. For more information on the SweepBank Current Account, reference should be made to Schedule A.

### (2.3) SweepBank Savings Account

The Customer may be also offered the possibility to apply for a maximum of five (5) 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 SweepBank's 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.

### (2.4) Providing the SweepBank Debit Card

The SweepBank Debit Card shall be issued by SweepBank upon the successful completion of the opening of the SweepBank Current Account.

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

- i) NFC (so called "near field communication") payments at a physical POS (point of sale) through Your SweepBank Debit Card either in contactless mode or via Your smartphone (iPhone or 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 B.1. and Schedule B.2.

(2.5) 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's sole discretion the General Terms and Conditions, and/or Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule G, and 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 the Customer or unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving you two months' notice. In those circumstances, we will give the Customer 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 Transfers or are more favourable to the Customer than the previous rates. SweepBank shall notify the Customer of the changes to the exchange rate or reference rates at the earliest opportunity in a durable medium.

It shall be deemed that the Customer has agreed to amendments if the Customer has not notified SweepBank of his/her objections against such amendments until the proposed day of entering into effect of such amendments.

(3.3) SweepBank will notify you of the changes referred above through the message centre on your Mobile Account or by means of an email. Unless the Customer rejects such changes by exercising the rights to termination as further specified in clause 11.1.(3) below, the Customer is deemed 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 and Schedule B.2 – Conditions for the Use of SweepBank Debit Card through Google Pay shall be governed under the provisions of the relevant Schedule.

(3.5) Any amendments to the provisions relative to the revolving credit facility shall be governed under the provisions of Schedule F.

## 2. Banking secrecy and disclosures

(1) Banking secrecy

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

(2) Disclosures

According to Article 34, para 2 of Chapter 371 – Maltese Banking Act, no past or present employees of SweepBank shall disclose any information on the Customer acquired in the performance of his duties or the exercise of his functions, except: (i) when recognized to do so according to any provisions of and/or any regulations adopted by the relevant authority under Chapter 371 – Maltese Banking Act; (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 the Customer expressly consents, in writing, to the disclosure of information relating to his affairs, to the extent recognized by the Customer.

### (3) Data Protection

The Customer acknowledges that SweepBank shall collect and process his/her Personal Data in accordance with the Privacy Policy which is published on the Website and/or available on the SweepBank Mobile App. The rights of the Customer to opposition and erasure of data as specified in the Privacy Policy cannot be used as a discharge mechanism or remission of debts payable under Schedule F – Conditions for Credit Line Facility Agreement; the exercise of these rights does not prevent the use of personal data to claim amounts due to SweepBank. The opposition and erasure rights only have effect “*pro – futuro*” both to terminate the business relationship linking SweepBank to the Customer, and for the future sending of advertising material or other future processing of data but do not imply inability to use Customer data to claim debts due and payable for the period in which the business relationship between the two persisted.

## 3. Liabilities, Waiver and Assignment

### (1) Disturbance of business and Force Majeure

SweepBank shall not be liable for any losses or for non-performance or partial performance of its obligations if the losses or non-performance is caused by force majeure. The Force Majeure are the circumstances not dependent on the will of the Parties, where it is not possible for objective reasons to perform Bank’s operations obligations when these circumstances arise, including but not limited to riot, war or natural events or due to other occurrences for which SweepBank is not responsible and which are beyond SweepBank’s control (e.g. disturbance of telecommunications, strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign public authorities). SweepBank’s obligations in terms of this Agreement shall be suspended for such period during which SweepBank is prevented from complying with said obligations due to Force Majeure, provided that it has:

(a) notified the other Party of the existence of such Force Majeure,

(b) does everything in its/his/her power to comply with the obligations under this Agreement notwithstanding the existence of Force Majeure; and

It fulfils its obligations once the Force Majeure event has ceased to exist

For the avoidance of doubt, Force Majeure shall only suspend SweepBank’s obligation in so far as it is impossible for it to perform the same and shall in no case excuse such SweepBank from the obligation to perform other obligations in terms of the applicable Agreement.

### (2) Waiver

SweepBank may, for promotional purposes, waive or reduce some or any obligations of the Customer contained in the Agreement for a limited time only provided that such waiver or reduction shall only apply to those Customers who 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 obligations in relation to the Agreement to a third party without the necessity of obtaining the consent of the Customer, provided that the Customer shall be notified of such assignment. The Customer shall not assign the rights and obligations under the Agreement without the consent of SweepBank.

## 4. Set-off limitations on the part of the Customer

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

## 5. Right of disposal upon the death of the Customer

Upon certification of their inheritance rights, the Customer's heirs shall submit a document(s) (certificate of succession) confirming their rights to legacy bequeathed by the Customer and complying with the requirements of legislation of the Republic of Latvia 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 the Customer's funds held with SweepBank to the heirs.

## Information and communication

### 6. Periodic balance statements for SweepBank Accounts

(1) Issue of periodic electronic balance statements

The Customer agrees that SweepBank will provide the Customer with a monthly electronic Statement for the SweepBank Accounts, available on the Customer's Mobile Account free of charge and in the English language. The Customer may, at any time demand that SweepBank provides, without undue delay, information about individual Transfers debited from the Customer's SweepBank Account after individual Transfers are debited. The Customer may request SweepBank to send him a hard copy of the Statement, subject to the charge specified in the List of Prices and Services.

SweepBank shall, additionally, provide the Customer with a yearly Statement of fees for the SweepBank Current Account, available on the Customer's Mobile Account free of charge and in the English language.

For the purpose of Customer's statements and 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 Accounts shall be made available on the Customer's Mobile Account for a maximum period of 12 (twelve) months. After the expiry of such maximum period, the Customer may request any Statement previously issued but not available anymore on the Mobile App, by contacting SweepBank's Customer Support Centre.

### 7. Communication

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

SweepBank will contact the Customer through the message centre in Customer's Mobile Account, by email, by post or by phone. SweepBank can be reached through the message centre in the Customer's Mobile Account, by contacting SweepBank's Customer Support Centre or via post at the address of Multitude Bank p.l.c. Such notice will only be effective as from that time that SweepBank would have received it and verified the authenticity of the notice. Any notice sent by SweepBank to the Customer through the Mobile Account or through email address which the Customer would have communicated to SweepBank will be binding on the Customer 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 the Customer does not inform SweepBank about a change in his mailing address and, as a result, mail is returned to SweepBank, SweepBank may restrict access to the Mobile Account until SweepBank receives satisfactory proof of the Customer's new email address.

## 8. About Multitude Bank p.l.c.

Multitude Bank p.l.c. is a public limited company, registered under the laws of Malta with number C56251, with its registered address at ST Business Centre, 120 The Strand, Gzira GZR 1027, Malta. Telephone Number: +37166100021, e-mail address: [help.lv@sweepbank.com](mailto:help.lv@sweepbank.com).

Multitude Bank p.l.c. is licensed as a credit institution by the Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta (<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 MultitudeBank p.l.c. may be recognized 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.

## Duties of the customer to cooperate

### 9. Duties of the Customer to cooperate

#### (1) Notification of changes

Customer shall notify SweepBank without delay of any changes in the Customer 's 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, the Prevention of Money Laundering and Funding of Terrorism Regulations, as well as Sub-Title IV A of the Criminal Code).

#### (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, the Customer must ensure the correctness and completeness of his orders and the information the Customer provides within his 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 to the Customer, at any point in time, should this be deemed necessary for Compliance obligations as required by applicable law and Customer has the obligation to collaborate to such requests.

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

The Customer must immediately examine the Statements, the Statement of Fees, 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. The Customer must also raise any objections relating thereto immediately on learning of (i) any inconsistencies in the Statement, the Statement of Fees, the securities transaction settlements, the declaration of profits, and any other statements, advices of the execution of orders as well as information on expected payments and consignments concerned or (ii) of the unauthorized or erroneously executed payment.

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

The Customer must notify SweepBank immediately if the Statements or the Statements of Fees are not received. The duty to notify SweepBank also exists if the securities transaction settlements, the declaration of profits, and any other statements, advices of the execution of orders as well as information on expected payments and consignments, whether expected by the Customer, are not received.

## 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’s website or through the SweepBank Mobile App. If the Customer makes use of a service included therein, and unless otherwise agreed with SweepBank, the interest and charges stated in the valid List of Prices are applicable. Unless otherwise agreed, the charges for any services not included in the List of Prices which are provided following the instructions of the Customer might be in the given circumstances, only be expected to be provided against remuneration, subject to prior agreement with the Customer.

## Termination and withdrawal

### 11.1 Termination rights of the Customer

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

The Customer may at any time, subject to a thirty (30) day notice period, terminate either (a) the Agreement or (b) Schedule F – SweepBank Bank Credit Line Facility Agreement (the “Credit Agreement”) or (c) Schedule A and Schedule B and Schedule C and Schedule D and Schedule E, or (d) Schedule B1, or (e) Schedule B.2, by contacting SweepBank’s Customer Support Centre or by sending SweepBank a message through the Customer’s Mobile Account, unless another method for termination is stipulated in the relevant schedule. Such termination shall be free of charge unless it occurs within the first six months from when the Agreement is concluded, in which case SweepBank may charge you the termination fee listed in the List of Prices and Services.

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

The Customer may terminate a) the Agreement, or (b) Schedule F - Conditions for Credit Line Facility Agreement, or (c) Schedule A and Schedule B and Schedule C and Schedule D and Schedule E, or (d) Schedule B1, or (e) Schedule B2, , with a written and signed notice if there is reasonable cause therefor, as specified in the relevant Schedule or these General Terms and Conditions, which makes it unacceptable to the Customer to continue it, also after giving consideration to the legitimate concerns of SweepBank. The Customer’s right of termination shall only apply with respect to the affected Service(s) unless the cause relates to Schedules A, B, C, D, and E in which case termination of one schedule shall also bring about the termination of the all Schedules A, B, B1, B2, C, D and E. Any other legal termination rights available to the customer 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 the Customer is not in agreement with the amendments proposed under clause 1(3.1) above to the General Terms and Conditions, and/or Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule G, and the List of Prices and Services, the Customer can without delay and free of charge, and without imposition of sanctions, only terminate the all Schedules A, B, B1, B2, C, D, and E until the day of entering into effect of the relevant amendments.

(3.2) Specific provisions on termination shall apply to the revolving credit facility under Schedule F. Also, specific provisions on termination shall apply to the Services under Schedule B1 and/or Schedule B2.

#### (4) Consequences of termination



Upon termination either of the Agreement or of the Services under Schedules A, B, C, D, and E, 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) to an account of your choice held in your name after deducting amounts due and payable to SweepBank in terms of Schedule F. For transfers directed to a SEPA account, SweepBank shall not deduct from the balance and interests due in favour of the Customer 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 favour of the Customer the additional fee as applicable and sustained by SweepBank for processing the relevant transfer. Additional fees might be applied by the receiving bank.

Upon termination according to clause 11.1. (1) above, either of the Agreement or of the Services under Schedules A, B, C, D, and E, 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 the Customer on a pro rata basis up to the termination of the Agreement. If such charges were paid by the Customer in advance, such charges shall be reimbursed proportionally. Specific provisions on termination under the relevant Schedules, shall also find application.

## 11.2 Right of Withdrawal by the Customer

(1) The Customer has 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 - Conditions for Term Deposit, or (c) Schedule F - Conditions for Credit Line Facility Agreement, or (d) Schedule A and Schedule B and Schedule C and Schedule D, or (e) Schedule B1, or (f) Schedule B2, by notifying the Customer in a durable medium.

(2) Immediate termination for reasonable cause upon notice

SweepBank has the right to immediately terminate either (a) the Agreement in whole, or (b) Schedule E - Conditions for Term Deposit, or (c) Schedule F - Conditions for Credit Line Facility Agreement or (d) Schedule A and Schedule B and Schedule C and Schedule D or (e) Schedule B1, or (f) 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 the legitimate concerns of the Customer. Reasonable cause exists in particular;

- if the Customer has made incorrect or false statements as to the Customer's financial status or regarding himself/herself, provided such statements were of significant importance for SweepBank's decision concerning the granting of Credit or other operations involving risks for 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 and Proliferation Financing), or;
- if the Customer is declared insolvent and/or bankrupt
- in the case of a material breach by the Customer under the Agreement. A material breach shall include, a breach of any of the warranties provided by the Customer in these General Terms and Conditions (for example, warranties included in clause 1.6 and or in 1.7), due to non-performance of any payment obligation according to the Agreement by the Customer, 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 General Terms and Conditions or the relevant Schedules as follows: Schedule F, clause 9.3; 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 the Customer 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 the customer has a record of fraud, customer will not usually be allowed to have a bank account, or if the customer does not comply with the requirements set at point 1.5 of Schedule A - Conditions for the opening of the SweepBank Current Account and of the 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's conditions relating to verification of your identity according to Anti Money Laundering Legislation and Compliance requirements; or
- in case your name and details match the details contained in any of the sanctions 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; or
- 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 the applicable law to 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 you are in breach of any of these terms and conditions or of any other of SweepBank's terms and conditions that apply to 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 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, 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 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) to an account of your choice after deducting amounts due and payable to SweepBank in terms of Schedule F. For transfers directed to a SEPA account, SweepBank shall not deduct from the balance and interests due in favour of the Customer 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 favour of the Customer 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 with statements covering a period of at least thirteen (13) months.

3.4. Specific provisions on termination shall apply to the revolving credit facility under Schedule F.

### (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 Send again ID documentation, ask them security questions, (e.g. when they conducted the last Transfer, if married lady her maiden surname, etc) may be required next time you withdraw 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 we are unable to meet our obligations towards you or have otherwise suspended payment, the Scheme pays compensation up to a maximum amount established by law (currently set at a maximum of euro 100,000 or its equivalent in any currency of a depositor's total deposits held with us), subject to the limitations imposed by the Scheme. In any such event, our net liability towards you is the aggregate of all accounts in your name in euro or other currency, less any amounts due to us (such as loans).

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

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

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

For further information about the Scheme (including the amounts covered and eligibility to claim) please call SweepBank's Customer Support Centre, contact SweepBank through the message centre or refer to the:

Compensation Schemes Management Committee c/o Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

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 the Customer has any complaints, he/she is 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 the Customer shall file the complaint in writing (including email), specifying therein: (a) his or her 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, his or her claim and substantiation thereof; (d) an indication that the Customer is a natural or legal person and a payment service user and (e) that the complaint is against Multitude Bank p.l.c. if this is the case The Customer shall enclose copies of documents certifying the Payment Transaction as well as other documents substantiating the complaint (if possible). An electronically submitted complaint shall not require a signature. SweepBank shall provide a reply (either by

email or post) to the Customer within 15 working days from the day of receipt of the submission specifying that if the Customer is not happy with the answer provided, the Customer may (a) turn to the Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonuju, Floriana FRN 1530, Malta. Further information may be obtained through the official website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt). 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. The entity may request that the Customer first directs his complaints to SweepBank before filing a complaint with them; (b) turn to Consumer Rights Protection Centre, (<http://www.ptac.gov.lv>). Brivibas iela 55, LV-1010 (e-mail: [ptac@ptac.gov.lv](mailto:ptac@ptac.gov.lv)). The entity may request that the Customer first directs his complaints to SweepBank before filing a complaint with them; (c) turn to the ombudsman of the Association of Commercial Banks of Latvia, located at Doma laukums 8A-6, Riga, LV-1050, in accordance with the ombudsman's applicable bylaws and regulations (<https://www.lka.org.lv/ombuds/>) for non-compliance with legal enactments regarding payment services; (d) if the dispute does not stem from non-compliance with legal enactments regarding payment services, turn to the Consumer Conflict Resolving Committee if the assistance provided to the consumer by the Consumer Rights Protection Centre has not provided any result and it is possible to convene the Consumer Conflict Resolving Committee in the relevant area for resolving the conflict; or (e) turn to the European platform procedure to resolve disputes online, available at the following: <http://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>; or (f) turn to the court.

If it is not possible for SweepBank to reply within 15 working days due to objective reasons, SweepBank shall inform the Customer 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 the Customer's 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 the Customer's request.

## Interpretation

### 15. (1) 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 stipulations of this Agreement does not entail the nullity, invalidity, absence of binding force or un-enforceability of the other stipulations, which shall retain their full effect.
- The Customer agrees that information and contractual conditions will be supplied in Latvian and/or English. The Agreement shall be provided in English and Latvian and the English version of the Agreement shall prevail in the case of any conflict between the two versions. With your consent, we intend to communicate in Latvian and/or English during the duration of the credit agreement.

### 16. Governing Law and Jurisdiction

(1) The business relationship between the Customer and SweepBank shall be governed by Maltese Law, but any mandatory protection granted under the Latvian law for the purpose of consumer protection shall apply to the Customer.

(2) The Customer may only bring proceedings against SweepBank in the Member State of the European Union where the Customer is domiciled or in Malta. SweepBank may bring proceedings against the Customer in the Member State of the European Union where the Customer is domiciled (Riga City Vidzemes District Court, if the Customer is domiciled in Latvia). 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

The SweepBank Current Account is the account the Customer can exclusively manage on the SweepBank Mobile APP on a daily basis.

The SweepBank Current Account is an online account into which you can deposit funds from other banks, as well as transfer money to your own accounts with SweepBank Bank or to other banks. The Customer shall ensure that the source of funds deposited in the accounts is legitimate. If the Customer has no information as to the origin of funds deposited in the accounts or doubts arise as to the origin of funds, the Customer 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 SweepBank Current Account on a daily basis, in which case you will be notified accordingly by SweepBank.

The SweepBank Current Account can be denominated only in EUR upon the successful conclusion of the customer onboarding process the SweepBank Current Account will automatically be opened by SweepBank in your name.

The SweepBank Current Account yields interest in accordance with the List of Price 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 Regular 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. The SweepBank Savings Account will yield interest as specified under section 1.6 below.

### 1.3 Prices

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

#### **1.4 Notice regarding the taxes the customer must pay**

SweepBank will not withhold any taxes on behalf of the Customer. The Customer is obliged to pay taxes to its respective tax authority. If the Customer's tax residency circumstances change, the Customer must inform SweepBank immediately by calling the SweepBank Customer Support Centre or through the message center on your Mobile Account. SweepBank does not offer tax advice. For any tax related questions, the Customer should contact the relevant competent tax authority or his 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 (hereinafter referred to as "Account Holder"). The Account holder is the named owner of the Account but not the individual with a power-of-attorney over the account. The Accounts are not available for trusts, companies and other bodies corporate or charities.

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

The account holder must be at least eighteen (18) years of age and have his domicile or habitual residence in Latvia and in possession of a valid identification document issued or recognised within the European Union. The account holder 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 accounts shall be kept for the Customer's own account. SweepBank does not open accounts on behalf of third parties.

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 Mobile Application prior to the activation of the Account.

SweepBank will only open Accounts in the name of its customers who are acting on their own behalf. You accordingly understand that the Accounts can only be used for 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 Accounts to a third party is prohibited and will lead to the termination of the business relationship with SweepBank.

#### **1.6 Interests, payment and fulfillment 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 by the Customer 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 interests (without tax being deducted) on the first day of the calendar month following that for which the interest has been accrued.

SweepBank shall pay the accrued interests on SweepBank Savings Account as gross interests (without tax being deducted): (i) on the SweepBank Savings Account, 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 signed for an indefinite period of time and is not subject to any minimum term. For termination, please refer to clause 11.1 of the General Terms and Conditions.

### **1.7 Minimum term of the contract**

There is no minimum term of duration to open a SweepBank Current Account and SweepBank Savings Account.

### **1.8 Spending Limits**

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

## **2. Account opening**

2.1 The prerequisite to open and operate any of the Customer's Accounts through the SweepBank Mobile App is a smartphone (iPhone or Android) which is linked to the concerned Customer's Account and which fulfils the respective minimum requirements. For more information, please refer to the Help Centre.

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

2.3 The Account opening process will only be completed once all account opening checks have been satisfactorily carried out by SweepBank. In some cases, such as where suspicions have arisen on the identity of the applicant, SweepBank may reject your application to open the Account. In these circumstances, you will not be treated as having opened an Account.

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

## **3. Payments into Customer 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 our Accounts.

3.2 Your SweepBank Current Account 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 SweepBank Current Account 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 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 Customer 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 customer conducted the last Payment Transaction, if married lady her 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 Mobile Account, as specified under Section 5.1 below.



## 5. Payments Transactions Summary

5.1 A Payments Transaction summary showing details of Payment 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 Mobile Account. This will show transactions as they have been processed and will be stored on SweepBank's systems.

## 6. Right of Withdrawal

6.1 The Customer has the right to withdraw from this Schedule A within fourteen (14) days as of the conclusion of the Agreement or from the day when the Customer 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. The Customer is not obliged to indicate any reason for withdrawal.

6.2 The exercise by the Customer of the right of withdrawal from this Schedule A implies the Customer's intention to withdraw also from Schedule B, Schedule B1, Schedule B2, Schedule C, Schedule D, and Schedule E.

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

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

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.lv@sweepbank.com](mailto:help.lv@sweepbank.com). The notice must include at least: (a) the name of the Customer; (b) the identification code of the Customer; (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 Debit Card shall be issued by SweepBank upon the successful completion of the opening of the SweepBank Current Account, according to the provision – of Schedule A - Special Conditions for the opening of the SweepBank Current Account and SweepBank Savings Account.

1.2 You must sign the SweepBank 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 Account limit to be exceeded. 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 (so called “near field communication”) payments at a physical POS (point of sale) through Your SweepBank Debit Card either in contactless mode or via Your smartphone (iPhone or Android). For the respective minimum requirements and setting information, please refer to the Help Centre.

ii) physical payments;

iii) online payments (also through the SweepBank Virtual Debit Card); and

iv) Cash Withdrawals.

Use of the SweepBank Debit Card may be:

i) accompanied by the Cardholder signing a sales voucher or order form showing the SweepBank Debit Card number (amongst other things); or

ii) accompanied by the Cardholder 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 Transfer; or

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

iv) sometimes carried out over the telephone quoting the 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 SweepBank Debit Card ePIN and the other 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. The Cardholder has also to act prudently to safeguard the security of the Cardholder’s mobile number registered to access the Mobile Account as well as of the Cardholder’s Device.

1.6 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 Transfer.

1.7 A Transfer cannot be revoked by yourself 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 the use of the SweepBank Debit Card at all times. However, SweepBank will not be responsible for any loss which is suffered by the Cardholder if the 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 SweepBank Debit Card PIN

2.1 You will select your SweepBank Debit Card PIN during the Customer's application process with SweepBank. You will also receive, during the same Customer's application process or at a later stage, your SweepBank Debit Card ePIN via SMS on the mobile number registered to access the Mobile Account. These SweepBank Debit Card PIN and SweepBank Debit Card ePIN must be kept secret. This means that you must not disclose them to anyone else including Bank personnel or record them 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 and ePIN.

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

3.1 The Cardholder 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. The Cardholder must read the Statements carefully when they become available online or through the SweepBank Mobile App. The Cardholder 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, (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, (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.

The Cardholder's notification to SweepBank of any unauthorised or erroneously executed Transfers should reach SweepBank without undue delay on the Cardholder becoming aware of any such Transfers but by no means later than 13 months after such Transfers are debited on your SweepBank Current Account. Where the Transfer was initiated via a

payment initiation service provider, this notification period shall be equally applied. These time limits do not apply if the Customer has not been provided with the information on the Transfers in accordance with the law.

3.2 Subject to Section 3.1 above and the provisions of this Section, SweepBank will investigate the unauthorized or erroneously executed Transfers. If the Transfer was not authorized by you, SweepBank's liability shall be limited to paying the amounts of the unauthorized or erroneously executed Transfers (including any interest or charges you paid as a result of the Transfer, as well as any interest which SweepBank would have paid you on that amount). Such amounts shall be settled no later than the end of the following Business Day after SweepBank notes or is notified of the 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 date the amount had been debited. Where the Customer denies having authorised an executed Transfer or claims that the Transfer was executed erroneously, it is for SweepBank to prove that the Transfer was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency. Where the Customer denies having authorised an executed Transfer, SweepBank has also to prove that the Customer 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 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 erroneously executed Transfers as specified hereby shall be equally fulfilled by SweepBank.

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

- the loss, theft or misappropriation of the Sweep Bank Debit Card was not detectable to You prior to a payment except, where You have acted fraudulently; or
- the loss 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 Transfers carried out with your SweepBank Debit Card prior to notification in terms of this Section, if you have:

- with intent or 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 safe Your Device, the mobile number registered to access Your Mobile Account, Your SweepBank Debit Card, and Your Security Details; or
  - Not notified SweepBank immediately on becoming aware of:
    - i) The loss, theft, misappropriation or unauthorised use of Your Device, the mobile number registered to access Your Mobile Account, Your SweepBank Debit Card, and/or any of Your Security Details ; or
    - ii) The recording on your Account/s of any unauthorised Transfers; or
    - iii) Any error or other irregularity in the maintaining of your Account/s by SweepBank;
    - iv) 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
  - Intentionally or with gross negligence failed to keep safe Your Device, the mobile number registered to access Your Mobile Account, 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's System; or
  - Informed another person of any of your Security Details thus leading to cause abuse; or
  - Forwarded any of your Security Details outside the 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 50EUR 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 for 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 Transfers carried out with your lost, stolen or misappropriated SweepBank Debit Card. This does not however apply where you have acted fraudulently.

3.4 Notification should be made to SweepBank through the message centre available on your Mobile Account or by calling on +37166100021 during the opening times as published on the Website. SweepBank will then take the necessary steps to stop the use of the 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 to investigate any unauthorised Transfers you report on your Account. If you are asked to report such 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 Transfers.

3.7 If you need a replacement SweepBank Debit Card 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 the SweepBank Debit Card as per the Table of Fees. 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 Card Replacement service, at a cost as per the Table of Fees. If you require the use of this service, you are to contact SweepBank's Helpdesk.

## 4. Funds and use of the SweepBank Debit Card

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

4.2 The Cardholder is to ensure that enough funds are available in the Ferratum Current Account and the other associated SweepBank Current Accounts to meet all Transfers made with the SweepBank Debit Card.

4.3 Under no circumstances is the Cardholder 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 Transfers for any valid reason, in particular if there are not enough funds in the Primary or any other associated SweepBank Current Accounts to meet such Transfers (and SweepBank is not obliged to consider whether any funds are available in any other Account/s held by the Cardholder), if the Transfer is in breach of any of these Terms and Conditions, or if the SweepBank Debit Card or the 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 Terms and Conditions) for doing so. This would include SweepBank's right to restrict the usage of the SweepBank Debit Card in some countries and for some Transfers in accordance its compliance rules. Customer has the duty to verify with SweepBank time by time which restriction may apply.

4.5 Where a merchant has sought authorisation from SweepBank, the amount authorised will reduce the balance available on the SweepBank Current 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 SweepBank Current Account, the amounts will be converted into the Currency of the Ferratum Current Account at the rates of exchange applicable at the time the Transfers are cleared by MasterCard and all charges are for the Cardholder. The Cardholder should be also aware that the mark-ups on the applicable exchange rates as published on the Website are only indicative and on card Transfers may vary.

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 bank's specific tariff of charges. SweepBank Bank has no control or discretion over charges or fees imposed by other banks or ATM network operators.

4.8 If the Cardholder would like to be able to give SweepBank instructions regarding the Accounts over the telephone SweepBank will ask the Cardholder a number of questions based on information known to SweepBank about the Cardholder and/or the Cardholder's Transfers on the Accounts before accepting the Cardholder's instructions. SweepBank may ask other questions to enable it to identify the Cardholder.

4.9 In the event that the Cardholder does not realize payment as agreed, or if the Cardholder is in default, or in the event of any Transfer being in breach of these Terms and Conditions, SweepBank may, by giving the Cardholder prior notice, debit any account held by the Cardholder with SweepBank, 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 On the Mobile Account, the Cardholder may suspend the SweepBank Debit Card and/or set-up the spending limits on Transfers carried out through the SweepBank Debit Card. As a fraud prevention measure and/or if your Account has been opened recently or in the event that circumstances arise which cause or may cause a breach by you of these General Terms and Conditions, the daily Transfer and/or Cash Withdrawal limits may be changed by SweepBank. Information about these limits may be obtained from SweepBank's website, your Mobile Account, or SweepBank's 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-authorized or of fraudulent use of the SweepBank Debit Card. In this case, SweepBank will notify the Customer of the blocking of the SweepBank Debit Card if possible before, but at the latest promptly after the block is established. SweepBank will contact the Customer via phone, after identification and verification; or via email, to the Customer's email registered with SweepBank; or via SweepBank App message Center 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 state reasons for the block if SweepBank would breach statutory obligations thereby. 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. The Customer will be informed promptly of the removal of the block.

4.12 If the SweepBank Debit Card PIN is entered incorrectly three (3) times in a row the SweepBank Debit Card will disable itself and all Personalized Security Features (including the SweepBank Debit Card PIN) can then no longer be used for mobile banking. If the SweepBank Debit Card has been permanently blocked, the Cardholder must contact SweepBank's Customer Support Centre on +37166100021 during the opening times as published on the Website, that will change his status to active again after identifying for his security purposes.

## **5. MasterCard Identity Check**

5.1 This Section 5 shall apply when the Cardholder authorizes an online Card Transfer with a 3D Secure Merchant through MasterCard Identity Check. In this respect, the Cardholder represents that the Cardholder has read and understood the provisions under this Section 5. The Cardholder gives, therefore, its consent to the storage, use and disclosure of the Cardholder's Personal Data, in accordance with the provisions under this Section 5 and SweepBank's Privacy Policy available on the Website. If the Cardholder does not give his/her consent for any of the provisions set out in Section 5 and/or SweepBank's Privacy Policy, it could affect in full or on part the services provided under Section 5.

5.2 Following the opening of the Cardholder's Account, the Cardholder's SweepBank Debit Card shall be automatically registered for authorizing online SweepBank Debit Card Transfers with a 3D Secure Merchant through MasterCard Identity Check.

5.3 With the purpose to register the SweepBank Debit Card for use through MasterCard Identity Check, SweepBank shall collect and verify during the Application process the following Cardholder's Personal Data:

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

The software's provider of the personal mobile device shall instead collect and verify the Cardholder's biometrics (e.g. the Cardholder's fingerprint) registered for access to the Cardholder's personal mobile device and to the Account.

The Cardholder must ensure the truth, accuracy and correctness of the Personal Data (including the Cardholder's biometrics), as listed here above.

If SweepBank has reasonable grounds to suspect that the Cardholder has provided, or if the Cardholder has provided, Personal Data that is not true, accurate and complete, SweepBank may terminate the business relationship with the Cardholder as per the relevant provisions of Section 12 of SweepBank Bank's General Terms and Conditions, thus implying the termination for use of the Cardholder's Card through Mastercard identity Check.

The Cardholder's Personal Data (except for the Cardholder's biometrics) shall be further processed by SweepBank during each online SweepBank Debit Card Transfer with the exclusive purpose to validate the Cardholder's identity and confirm that the Cardholder is the effective Cardholder. Please, refer to SweepBank's Privacy Policy available on the Website for further information about the processing of Personal Data.

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

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

The Cardholder shall ensure that the Cardholder's Personal Data (including the Cardholder's mobile number registered to access the Mobile Account) will be constantly updated.

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

The Cardholder 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).

The Cardholder shall not transfer or sell your use of, or access the MasterCard Identity Check Data, to any third party.

The Cardholder 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 the Cardholder wants to discontinue the use of the MasterCard Identity Check, the same Cardholder should contact SweepBank's Customer Support Centre.

Any purchases made by the Cardholder 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 the use of the MasterCard Identity Check by the Cardholder, either temporarily or permanently, with or without prior notice. However, in such circumstance SweepBank or MasterCard will notify the Cardholder, as soon as reasonably practicable.

Finally, the Cardholder understands 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 the Cardholder arising directly or indirectly from the use by the Cardholder 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 payments 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 has been authorised via online by the Cardholder by using the MasterCard Identity Check will be treated as a valid and irrevocable instruction to SweepBank. Therefore, the Cardholder 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 the Customer by SweepBank availing itself of Messente Communications OÜ, a company with its registered office in Akadeemia 3, 51003 Tartu, Estonia.

If no technical default in delivering the SMS sent relating to the one-time-password is directly and exclusively attributable to Messente Communications OÜ or to SweepBank, SweepBank shall not be held responsible for any claims, losses, damages, liabilities, expenses and/or costs (including legal costs), suffered by the Cardholder 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 unauthorized persons other than the Cardholder; or
- c. any failure or delay in executing online payments 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.

Any software made available to the Cardholder in order that the Cardholder may use MasterCard Identity Check is property of SweepBank. For the avoidance of doubt, the Cardholder will not acquire any ownership rights, title or interest in and to this software.



## 6. Right of Withdrawal

6.1 The Customer has the right to withdraw from this Schedule B within fourteen (14) days as of the conclusion of the Agreement or from the day when the Customer 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. The Customer is not obliged to indicate any reason for withdrawal.

6.2 The exercise by the Customer of the right of withdrawal from this Schedule B implies the Customer's intention to withdraw also from Schedule A, Schedule B1, Schedule B2, Schedule C, Schedule D, and Schedule E.

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

If the Customer does not exercise the right of withdrawal, the Customer shall be bound by this Schedule B along with Schedule A, Schedule B1, Schedule B2, 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.lv@sweepbank.com](mailto:help.lv@sweepbank.com). The notice must include at least: (a) the name of the Customer; (b) the identification code of the Customer; (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 Bank 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 the Cardholder registers for and use of SweepBank Debit Card through Apple Pay. In this respect, the Cardholder represents that the Cardholder has read and understood the provisions under this Schedule B.1 and Schedule B. By proceeding with registration and starting using services that are set out in this Schedule B.1 the Cardholder agrees to the Cardholder's Personal Data processing under the provisions of this Schedule B.1 and SweepBank's Privacy Policy available on SweepBank's Website in order to provide the services to the Cardholder and to ensure the performance of a contract. If the Cardholder does not provide the Cardholder's Personal Data for the above processing, 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, the Cardholder must complete the registration process as described under clause 2 below.

## 2. Registration

2.1 The Cardholder can proceed with the registration of the Cardholder's 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 the Cardholder during the onboarding process and further amended by SweepBank. The Cardholder 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, the Cardholder must check that only the Cardholder's (i) SweepBank Debit Card PIN, (ii) SweepBank Debit Card's Security Number, and, if applicable, (iii) the MasterCard identity Check Data are linked to the Cardholder's SweepBank Debit Card that the Cardholder want to use on the selected Device, as these details will then be used for authorizing 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, the Cardholder shall be able to use SweepBank Debit Card through Apple Pay for the following NFC (so called "near field communication") payments:

- b) in contactless mode, at the merchant's contactless enabled point of sale terminals; and
- c) in-app or online at participating merchants.

3.2 Subject to those restrictions and limitations which might be eventually imposed by the acquiring bank, the Cardholder's Device Provider, or the merchant according to clause 3.5 below, as well as subject to the limitations, including specific spending limits and authorization methods, which might be eventually imposed by SweepBank according to clause 4.4. and clause 4.10 of Schedule B, the Cardholder shall be deemed to have authorized the payment in respect to the selected merchant's products or services:

- d) in respect to a 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 the Cardholder's Device near a merchant's contactless-enabled point-of-sale terminal or reader; or
- e) In respect to Transfer orders 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 Transfer authorised by the Cardholder according to any of the methods described under clause 3.2 above, will be treated as a valid and irrevocable Transfer to SweepBank. Therefore, the Cardholder shall be responsible for such Transfer and all the relevant provisions of Schedule B shall find application.

3.4 The Cardholder also understands that, while authorizing Transfers under clause 3.2 above, the Cardholder's Device Provider, the Cardholder's 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 Transfers are placed may have their own terms and conditions and privacy policies, because the Cardholder's Device Provider, the Cardholder's 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 Transfers are placed shall be considered as independent controllers under GDPR while authorizing Transfers.

Consequently, the Cardholder shall be also subject to such terms and conditions and privacy policies, to the extent the Cardholder has accepted them and without SweepBank assuming any liability in respect to the products and/or services offered thereof.

3.5 The Cardholder finally understands that the Cardholder's Device Provider and/or the merchant may impose limitations or restrictions to the use of Apple Pay. In addition, the Cardholder's Device Provider may have minimum software and hardware requirements.

## 4. Extension of Services

4.1 The Cardholder may use only the Cardholder's SweepBank Debit Card through Apple Pay. To this purpose, the Cardholder's 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 the same Cardholder's SweepBank Debit Card on multiple devices through Apple Pay, belonging to the Cardholder if such consent is given by the Cardholder. If the Cardholder has given consent to the use of his SweepBank Debit Card on a device that does not belong to the same Cardholder, 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 the Cardholder's SweepBank Debit Card through Apple Pay. However, the terms and conditions accepted by the Customer 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 the Cardholder by the Cardholder's Wireless Carrier), which might affect the use of the Cardholder's SweepBank Debit Card through Apple Pay. Thereafter, the Cardholder shall be the sole responsible for such fees and agree to comply with any limitations or restrictions imposed.

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

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

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

(2) Save for: (i) the rights of SweepBank to restrict or suspend the use of the Cardholder's 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 upon SweepBank under clause 12 of the General terms and Conditions, SweepBank reserves the right to immediately restrict, suspend or terminate only the Services provided to the Cardholder under this Schedule B.1, in those circumstances considered exceptional at Bank's sole discretion. Examples of exceptional circumstances shall include but shall not be limited to:

- f) SweepBank reasonably believes that the Cardholder's conduct, relating to the use of the SweepBank Debit Card through Apple Pay, is untenable because in breach with the terms and conditions under this Schedule B.1; or
- g) SweepBank reasonably suspects that the Cardholder or someone else is using the SweepBank Debit Card through Apple Pay illegally or fraudulently; or
- h) the Cardholder has 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
- i) the Cardholder has refused or ignored to provide specific information requested by the applicable law to the agreement, or failed to complete and send to SweepBank specific confirmations or declarations needed for Compliance reasons; or
- j) the Cardholder has received a warning notice by SweepBank that the Cardholder is 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 Cardholder's business relationship or transactions with SweepBank and the Cardholder did not provide any solution or remedy in the terms indicated by SweepBank; or
- k) SweepBank is expressly requested by relevant competent authorities to terminate the Services under this Schedule B.1; or
- l) 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, reserves the right to restrict, suspend, either on a temporary or indefinite basis, the use of the Cardholder's SweepBank Debit Card through Apple Pay on the Cardholder's Device and/or to change the functionality of Apple Pay. In such circumstances, SweepBank will not assume any liability towards the Cardholder 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 provided under clause 3.6 of Schedule B, once any temporary restriction or suspension is removed from the Cardholder's SweepBank Debit Card, the Cardholder shall be thereafter allowed to continue using the Cardholder's SweepBank Debit Card through Apple Pay, only upon further notice.

(2) The Cardholder may remove the Cardholder's 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, the Cardholder authorises SweepBank to continue processing any outstanding Transfers made by using the Cardholder's SweepBank Debit Card through Apple Pay.

## **6.4 Cardholder's rights to restrict, suspend and terminate the Services**

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

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

# **7. Limitation of Liability**

7.1 The Cardholder understands that the access to and the use of the Cardholder's SweepBank Debit Card through Apple Pay depends on Apple and on the Wireless Carriers. SweepBank Bank does neither operate nor have control over Apple Pay or the mobile connection services provided to the Cardholder by the Wireless Carriers. Therefore, SweepBank shall not have any liability towards the Cardholder for any circumstances that interrupt, prevent or otherwise affect the functioning

of the Cardholder's SweepBank Debit Card through Apple Pay not attributable to SweepBank Bank, such as any unavailability, limitation, system outages or interruption either of Apple Pay or of the mobile connection services provided to the Cardholder by the Wireless Carriers.

7.2 The Cardholder also understands that the use of SweepBank Debit Card through Apple Pay involves the electronic transmission of the Cardholder's Personal Data through the mobile connection services provided to the Cardholder by the Wireless Carriers. Therefore, in respect to that Cardholder's Personal Data used by other independent controllers – the Cardholder's Device Provider and the Wireless Carriers, SweepBank shall not guarantee any protection under SweepBank's Privacy Policy. Instead, the privacy policies and the security practices of the Cardholder's 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 the Cardholder 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 General Terms and Conditions.

8.2 If the Cardholder is not in agreement with the amendments proposed under clause 8.1 above to this Schedule B.1, the Cardholder can only 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 General terms and Conditions, Schedule A, B, B.2C, D, and E. Any of such amendment will be notified to the Cardholder 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 General Terms and Conditions.

8.4 If the Cardholder is not in agreement with the amendments proposed, under clause 8.3 above, to this Schedule B.1 and to the General terms and Conditions, Schedule A, B, B.2, C, D, and E, the Cardholder 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 Apple Pay may be automatically updated or upgraded by SweepBank Bank p.l.c. without notice to the Cardholder.

## 9. Right of Withdrawal

9.1 The Customer has 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 the Customer 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. The Customer is not obliged to indicate any reason for withdrawal.

9.2 Upon the exercise by the Customer of the right of withdrawal, this Schedule B.1 would be considered not to have been concluded. If the Customer does not exercise the right of withdrawal, the Customer 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.lv@sweepbank.com](mailto:help.lv@sweepbank.com). The notice must include at least: (a) the name of the Customer; (b) the identification code of the Customer; (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 Bank 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 Google Pay

## (1) Scope

The provisions of this Schedule B.2 – Conditions for the Use of SweepBank Debit Card through Google Pay together with the provisions of Schedule B – Conditions for SweepBank Debit Card shall apply when the Cardholder registers for and use of SweepBank Debit Card through Google Pay. In this respect, the Cardholder represents that the Cardholder has read and understood the provisions under this Schedule B.2 and under Schedule B. By proceeding with registration and starting using services that are set out in this Schedule B.2 the Cardholder agrees to the Cardholder's Personal Data processing under the provisions of this Schedule B.2 and SweepBank's Privacy Policy available on SweepBank's Website in order to provide the services to the Cardholder and to ensure the performance of a contract. If the Cardholder does not provide the Cardholder's Personal Data for the above processing, it could affect in full or on part the services provided under this Schedule B.2.

Before using the SweepBank Card through Google Pay, the Cardholder must complete the registration process as described under clause 2 below.

## 2. Registration

2.1 The Cardholder can proceed with the registration of the Cardholder's 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 Google Pay– shall find application as accepted by the Cardholder during the onboarding process and further amended by SweepBank. You shall be required also to accept the specific Google Pay's terms and conditions and Google Pay's privacy policy.

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

## 3. Payments

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

- a) in contactless mode, at the merchant's contactless enabled point of sale terminals; and
- b) in-app or online at participating merchants.

3.2 Subject to those restrictions and limitations which might be eventually imposed by the acquiring bank, the Cardholder's Device Provider, or the merchant according to clause 3.5 below, as well as subject to the limitations, including specific spending limits and authorization methods, which might be eventually imposed by SweepBank according to clause 4.4. and clause 4.10 of Schedule B, the Cardholder shall be deemed to have authorized the payment in respect to the selected merchant's products or services:

- a) in respect to Transfers 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 the Google Pay App, the SweepBank Debit Card registered for use through Google Pay and by placing the Cardholder's Device near a merchant's contactless-enabled point-of-sale terminal or reader; or
- b) In respect to Transfers for in-app or online purchases at participating merchants, by (i) selecting, on the dedicated section of the SweepBank Mobile App or on the Google Pay App, the SweepBank Debit Card registered for use through Google Pay; (ii) inserting the SweepBank Debit Card's Security Number; and, whether applicable, (iii) the MasterCard Identity Check Data.

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

3.4 The Cardholder also understands that, while authorizing Transfers under clause 3.2 above, the Cardholder's Device Provider, the Cardholder's Wireless Carrier, SweepBank's third-party providers, the merchants offering the final goods or services, and the providers of those websites where the Transfers are placed may have their own terms and conditions and privacy policies, because the Cardholder's Device Provider, the Cardholder's Wireless Carrier, SweepBank's third-party providers, the merchants offering the final goods or services, and the providers of those websites where the Transfers are placed shall be considered as independent controllers under GDPR while authorizing Transfers.

Consequently, the Cardholder shall be also subject to such terms and conditions and privacy policies, to the extent the Cardholder has accepted them and without SweepBank assuming any liability in respect to the products and/or services offered thereof.

3.5 The Cardholder finally understands that the Cardholder's Device Provider and/or the merchant may impose limitations or restrictions to the use of Google Pay. In addition, the Cardholder's Device Provider may have minimum software and hardware requirements.

## 4. Extension of Services

4.1 The Cardholder may use only the Cardholder's SweepBank Debit Card through Google Pay. To this purpose, the Cardholder's 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 the same Cardholder's SweepBank Debit Card on multiple devices, belonging to the Cardholder, if such consent is given by the Cardholder. If the Cardholder has given consent to the use of his SweepBank Debit Card on a device that does not belong to the same Cardholder, 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 the Cardholder's SweepBank Debit Card through Google Pay. However, the terms and conditions accepted by the Customer 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 the Cardholder by the Cardholder's Wireless Carrier), which might affect the use of the Cardholder's SweepBank Debit Card through Google Pay. Thereafter, the Cardholder shall be the sole responsible for such fees and agree to comply with any limitations or restrictions imposed.

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

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

(1) Save for the right upon SweepBank (i) to restrict the use of the Cardholder's SweepBank Debit Card according to clause 4.4. of Schedule B and (ii) to suspend the use of the Cardholder's SweepBank Debit Card according to clause 4.11 of Schedule B, SweepBank reserves the right to restrict or suspend the use of the Cardholder's SweepBank Debit Card through Google Pay under this Schedule B.2, upon written notice.

(2) Save for: (i) the rights of SweepBank to restrict or suspend the use of the Cardholder's 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 upon SweepBank under clause 12 of the General terms and Conditions, SweepBank reserves the right to immediately restrict, suspend or terminate only the Services provided to the Cardholder under this Schedule B.2, in those circumstances considered exceptional at Bank's sole discretion. Examples of exceptional circumstances shall include but shall not be limited to:

- a) SweepBank reasonably believes that the Cardholder's conduct, relating to the use of the SweepBank Debit Card through Google Pay, is untenable because in breach with the terms and conditions under this Schedule B.2; or
- b) SweepBank reasonably suspects that the Cardholder or someone else is using the SweepBank Debit Card through Google Pay illegally or fraudulently; or
- c) the Cardholder has 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
- d) the Cardholder has refused or ignored to provide specific information requested by the applicable law to the agreement, or failed to complete and send to SweepBank specific confirmations or declarations needed for Compliance reasons; or
- e) the Cardholder has received a warning notice by SweepBank that the Cardholder is 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 the Cardholder's business relationship or transactions with SweepBank and the Cardholder did not provide any solution or remedy in the terms indicated by SweepBank; or
- f) SweepBank is expressly requested by relevant competent authorities to terminate the Services under this Schedule B.2; or
- g) 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, reserves the right to restrict, suspend, either on a temporary or indefinite basis, the use of the Cardholder's SweepBank Debit Card through Google Pay on the Cardholder's Device and/or to change the functionality of Google Pay. In such circumstances, SweepBank will not assume any liability towards the Cardholder 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 Google Pay, 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 the Cardholder's SweepBank Debit Card, the Cardholder shall be thereafter allowed to continue using the Cardholder's SweepBank Debit Card through Google Pay, only upon further notice.

(2) The Cardholder may remove at any time the Cardholder's SweepBank Debit Card from the Google Pay App. In these circumstances, the Cardholder shall authorize SweepBank to continue processing any outstanding Transfers made by using the Cardholder's SweepBank Debit Card through Google Pay.

## **6.4 Cardholder's rights to restrict, suspend and terminate the Services**

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

(2) Save for the termination rights granted upon the Cardholder under clause 11.1 of the General Terms and Conditions and under clause 8 below of this Schedule B.2, the Cardholder 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 The Cardholder understands that the access to and the use of the Cardholder's SweepBank Debit Card through Google Pay may also depend on the Wireless Carriers. SweepBank Bank does neither operate nor have control over the mobile connection services provided to the Cardholder by the Wireless Carriers. Therefore, SweepBank shall not have any liability towards the Cardholder for any circumstances that interrupt, prevent or otherwise affect the functioning of the Cardholder's SweepBank Debit Card through Google Pay not attributable to SweepBank Bank, such as any unavailability, limitation, system outages or interruption of the mobile connection services provided to the Cardholder by the Wireless Carriers.

7.2 The Cardholder also understands that the use of SweepBank Debit Card through Google Pay involves the electronic transmission of the Cardholder's Personal Data through the mobile connection services provided to the Cardholder by the Wireless Carriers. Therefore, in respect to that Cardholder's Personal Data used by other independent controllers - the Cardholder's Device Provider and the Wireless Carriers, SweepBank shall not guarantee any protection under SweepBank's Privacy Policy. Instead, the privacy policies and the security practices of the Cardholder's 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 the Cardholder 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 General Terms and Conditions.

8.2 If the Cardholder is not in agreement with the amendments proposed under clause 8.1 above to this Schedule B.2, the Cardholder 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 General terms and Conditions, Schedule A, B, B.1, C, D, and E. Any of such amendment will be notified to the Cardholder 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 General Terms and Conditions.

8.4 If the Cardholder is not in agreement with the amendments proposed, under clause 8.3 above, to this Schedule B.2 and to the General terms and Conditions, Schedule A, B, B.1, C, D, and E, the Cardholder 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 Google Pay may be automatically updated or upgraded by SweepBank without notice to the Cardholder.

## 9. Right of Withdrawal

9.1 The Customer has 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 the Customer 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. The Customer is not obliged to indicate any reason for withdrawal.

9.2 Upon the exercise by the Customer of the right of withdrawal, this Schedule B.2 would be considered not to have been concluded. If the Customer does not exercise the right of withdrawal, the Customer 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.lv@sweepbank.com](mailto:help.lv@sweepbank.com). The notice must include at least: (a) the name of the Customer; (b) the identification code of the Customer; (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 Bank without undue delay and no later than thirty (30) running days after giving notification.

# Schedule C – CONDITIONS FOR PAYMENT TRANSACTIONS

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

## 1. General

### 1.1 Main characteristics of a Payment Transaction, including a Regular Payment

The customer may instruct SweepBank to remit funds cashless in favour of a payee, exclusively by means of SEPA transfer towards the payee's SEPA account.

Subject to the provisions of section 2 below, the customer may also instruct SweepBank to regularly remit, exclusively by means of SEPA Transfers, a fixed sum of money to the same account of the payee on a certain recurring date (Regular Payment).

**Incoming Transactions towards Customer's Account, either SWIFT or SEPA, shall be allowed only in Euro currency.**

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

### 1.2 Unique identifier

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

| Destination area | Currency | Unique identifier of payee |
|------------------|----------|----------------------------|
| SEPA             | euro     | IBAN                       |

### 1.3 Issuance of Transfers and authorisation

(1) The customer 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.

The customer must ensure the legibility, completeness and correctness of this information. Illegible, incomplete or incorrect information may lead to delays or misrouting of Transfers, possibly resulting in loss or damage for the customer. Where illegible, incomplete or incorrect information is given, SweepBank may refuse to execute the Transfer (see also Section 1.7).

If the customer believes that a Transfer requires particularly prompt execution, the customer shall notify SweepBank thereof separately.

(2) Before executing an individual Transfer, SweepBank shall indicate, at the customer's request, the charges payable by the payer and, where applicable, a breakdown of the amounts of any charges. Only in respect to those outgoing Transfers carried out in Euro within the EEA, SweepBank shall indicate, at the Customer's request, also the maximum execution time applicable to the single Transfer.

(3) The Customer has the right to make use of a Payment Initiation Service Provider in accordance with Section 80.<sup>1</sup> of the Law on Payment Services and Electronic Money in order to issue a Transfer to SweepBank.

Prior to the use of the Payment Initiation Service the Customer through the SweepBank Mobile App gives its explicit consent to SweepBank to execute a Transfer through the Payment Initiation Service Provider.

(4) The Customer has the right to make use of an Account Information Service Provider in accordance with Section 80.<sup>2</sup> of the Law on Payment Services and Electronic Money in order to enable access to consolidated information on Accounts.

Prior to the use of the Account Information Service the Customer through the SweepBank Mobile App gives its explicit consent to SweepBank to allow access to the Account Information Service Provider to Customer's Account information to the extent as approved by the Customer.

#### **1.4 Receipt of Transfers by SweepBank**

(1) A 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's designated receiving facilities (e.g. when it is handed in at SweepBank's offices or entered into an online banking server).

(2) If the point in time of receipt of a Transfer pursuant to paragraph 1, sentence 2 is not on a banking business day as indicated in the "List of Prices", the Transfer shall be deemed to have been received on the following banking business day.

(3) If a 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 Transfers**

"(1) Once a transfer has been received by SweepBank (see Section 1.4, paragraphs 1 and 2), the customer can no longer revoke it. Until then, the customer may revoke the Transfer by making a declaration to this effect to SweepBank contacting SweepBank's Customer Support Centre at +37166100021.

Notwithstanding the provisions under the sentence above, the Customer may no longer revoke the transfer order towards SweepBank if he uses a payment initiation service provider to issue his transfer order once he has given the payment initiation service provider his consent to the initiation of the transfer.

(2) If SweepBank and the customer have agreed a certain date for the execution of a Transfer, the customer may revoke the Transfer or Regular Payment (see Section 1.1) up to the end of SweepBank business day before the agreed date. SweepBank business days shall be set out in the "List of Prices". If the revocation of a Regular Payment is received by SweepBank in due time, no further Transfers shall be executed under this Regular Payment.

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

(3.1) Please note that there are special 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 banking business.

(4) If the relevant 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 Transfers**

(1) SweepBank shall execute a customer's Transfer if the information required for execution is provided in the required manner (see Section 1.3, paragraph 1), the Transfer is authorised by the customer (see Section 1.3, paragraph 2) and a sufficient credit balance in the currency of the 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 Transfer shall be entitled to execute the Transfer solely on the basis of the unique identifier of the payee provided by the customer (see Section 1.2).

(3) SweepBank shall inform the customer at least once a month about the execution of Transfers through the Statement, available on the Mobile Account.

(4) Only in respect to those Transfers carried out within the EEA in Euro, the amount of the Transfer is credited to the payee's payment service provider's accounts at the latest by the end of the next Business Day following the point in time of receipt of the Transfer (or the requested date of execution) as defined for under Section 1.4. above. The debit value of an amount debited from the concerned SweepBank Current Account or SweepBank Savings Account is no earlier than the point in time at which the amount of the 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 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 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 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 (i) no currency conversion is applied on the concerned SweepBank Current Account or SweepBank Savings Account; or otherwise that (ii) a currency conversion is applied on the concerned SweepBank Current Account or SweepBank Savings Account between Euro and another currency of the EEA or between two currencies of the EEA different than Euro.

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

(6) Only limited to those Payment Transactions carried out within the EEA, SweepBank shall be liable to the customer for the correct execution of the Payment Transactions. SweepBank shall not be liable if SweepBank can provide evidence that:

Regarding outgoing Transfers, SweepBank has transferred the funds to the payee's payment service provider in accordance with the execution times set forth under these Terms and Conditions;

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 the Customer or because the Customer communicated information in addition to those required for the execution of the payment instruction.

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

in case of outgoing Transfers, refund without undue delay, to the Customer the amount of the non-executed or defective Transfers, 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 Transfer been correctly executed.

In case of Incoming Transactions, immediately credit the SweepBank Current Account or SweepBank Savings Account of 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 an Incoming Transaction, the credit value date for the Customer's account 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 Transfer as a payee, SweepBank shall be liable to you for the correct transmission of the Transfer within the agreed execution times. In case of failure to transmit the Transfer as agreed, SweepBank shall immediately re-transmit the Transfer in question to the payment service provider of the payer. However, the amount shall be value dated on the Customer's payment account no later than the date on which the amount would have been value dated had the Transfer been correctly executed.

(7) Only limited to those Transfers carried out within the EEA in Euro, the Customer has a right vis-à-vis SweepBank to the refund of a payment amount which has been debited which is based on an authorised Transfer initiated through the payee

if the precise amount was not stated on the authorization, and if the payment amount exceeds the amount which the customer could have anticipated in line with his previous expenditure conduct, these General Terms and Conditions and the respective circumstances of the individual case. Reasons connected with any currency exchange are not to be considered if the reference exchange rate agreed between the parties was used as a basis.

The Customer on request by SweepBank will explain the factual circumstances from which he derives his refund demand. The Customer does not have a right to a refund if he has granted his consent to the execution of the Transfer directly to SweepBank and, where agreed, he was informed of the coming Transfer at least four (4) weeks prior to the due date by SweepBank. A claim to a refund on the part of the Customer is ruled out if he does 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 Transfer or inform the Customer of the reasons for the refusal to provide a refund.

### 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 Payment Transactions Transfer.

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

- There are not enough funds in the Customer's Account to make a Cash Withdrawal or transfer of funds;
- SweepBank is bound to comply with legal/regulatory requirements;
- the payment instruction is not clear or if the Customer have given SweepBank insufficient details to carry out the payment instruction;
- SweepBank reasonably believes that the payment instruction may have been given by the Customer or someone using any of Customer's Security Details in order to obtain funds or any other service illegally or fraudulently; or
- making the payment would mean the Customer exceed any daily or other limit or restriction on the payments that can be made into or out of Customer's 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 Transaction 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 the customer and from the ordering financial institution. SweepBank shall not be liable to the client for any resulting delays in the credit or rejection. In the event of a rejection, 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 the Customer on 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 the Customer or take additional steps to verify that the Customer authorised it. For example, SweepBank may ask the Customer to provide more information to verify Customer's identity.

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

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

SweepBank agrees to accept instructions given by a person who is Customer's attorney (legal authority to act for the Customer). In such cases SweepBank will require specific documentation to ensure that such attorney is properly identified and to ensure he/she has been properly authorised.

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

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

When executing a Transfer, SweepBank shall transmit the details contained in the Transfer ) to the payee's payment service provider either directly or through intermediary institutions. The payee's payment service provider may make the Transfer data, which shall also include the payer's IBAN, available to the payee in full or in part. Where crossborder Transfers and domestic priority Transfers are involved, the 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 Transfer data temporarily at its operating centres in the European Union, Switzerland and the United States.

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

The Customer shall inform SweepBank without delay on finding that a 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 Transfers 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 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.

The Customer's notification to SweepBank of any unauthorised or incorrectly executed Transfers should not reach SweepBank later than thirteen (13) months after that such Transfers are debited on your SweepBank Current Account or SweepBank Savings Account. Where the Ttransfer was initiated via a payment initiation service provider, this notification period shall be equally applied.

Subject to the provisions of this clause, SweepBank will investigate the unauthorised or incorrectly executed Transfers, including late execution and if the Transfer was not authorised by you or was incorrectly executed by SweepBank, SweepBank will pay back to the SweepBank Current Account the amounts of the unauthorised or incorrectly executed Transfers (including any interest or charges you paid as a result of the Transfer, as well as any interest which SweepBank would have paid you on that amount). Where the Customer denies having authorised an executed transfer or claims that the Transfer was executed erroneously, it is for SweepBank to prove that the transfer was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency. Where the Customer denies having authorised an executed Transfer, SweepBank has also to prove that the Customer 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 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 Transfers as specified hereby shall be equally fulfilled by SweepBank.

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

You will however be unlimited responsible for any and all Transfers carried out by using your prior to notification in terms of this Section, if you have:

- Intentionally or with gross negligence failed to use your Personalized Security Features and/or your SweepBank Mobile App in accordance with the Agreement; or
- Intentionally or with gross negligence 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's 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
- Intentionally or with gross negligence 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 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 +37166100021 during the opening times as published on the Website. 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's efforts to recover Your Personalized Security Features and to investigate any unauthorised or incorrectly executed Transfers you report on your SweepBank Current Account or SweepBank Savings Account. If you are asked to report such 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. Regular Payments

Regular Payments are applicable for transfers within Customer's SweepBank accounts.

The Customer will have to create a payment between his own accounts and set the recurrence (date when the Chosen amount will automatically be debited to the Customer account, the frequency and end date of the Recurrence) before signing it off.

The payment will be executed in the exact terms determined by the Customer.

### 3. Transfer of funds between own accounts held at SweepBank

Payment instructions will be processed in real time. Interest at the rate applicable to SweepBank Savings Account shall be calculated according to the provisions of Clause 1.6 of Schedule A – Conditions for the Opening of the SweepBank Current Account and SweepBank Savings Account.

Future dated payment instructions will be processed on the day stipulated by the Customer. Interest at the rate applicable to SweepBank Savings Account shall be calculated according to the provisions of Clause 1.6 of Schedule A – Conditions for the Opening of the SweepBank Current Account and SweepBank Savings Account.

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

##### 4.1.2 Destination account held with another EEA bank:

Unless otherwise agreed:

Payment instructions received before Cut-off Time will be debited to Customer Account 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 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 Customer's Account, the payment instructions will also be transmitted to the receiving bank on the next Business Day.

The Customer 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 SweepBanking 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 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 EEA banks

It shall be Customer's responsibility to verify whether the 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, we will credit the returned funds, less SweepBank's charges, if applicable according to SweepBank's List of Prices, to the account which had been debited.

#### 4.2 Payments in Euro to an account held with a bank outside the EEA

4.2.1 Payment instructions received before the Cut-Off Time will be debited to your Account real time. The payment instructions will be transmitted to the receiving bank on the same Business Day.



4.2.2 Payment instructions received after the Cut-Off Time or on a day which is not a Business Day will be debited to your Account real time. The payment instructions will be transmitted to the receiving bank on the next Business Day.

SweepBank's responsibility for the Transfer ends when the payment instruction is transmitted to the receiving bank.

If the payment is in Euro (EUR), the payment will reach the other bank no later than one (1) Business Day after SweepBank received your payment instruction. .

You can ask SweepBank for details of the time the payment will take to arrive. However, SweepBank will not be able to guarantee exactly when the payment will be received by the receiving bank. This will depend on SweepBanking practice of that country, as well as the receiving bank's processes.

In addition, it shall be your responsibility to verify whether the Transfer is subject to any charge by the beneficiary banks, as applicable, and if necessary, to provide for same.

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

### 4.3 SEPA Payments

SweepBank will participate to the SEPA payments scheme indirectly through its EUR correspondent banks

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.

## 5. Right of Withdrawal

5.1 The Customer has the right to withdraw from this Schedule C within fourteen (14) days as of the conclusion of the Agreement or from the day when the Customer 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. The Customer is not obliged to indicate any reason for withdrawal.

5.2 The exercise by the Customer of the right of withdrawal from this Schedule C implies the Customer's intention to withdraw also from Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule D, and Schedule E.

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

If the Customer does not exercise the right of withdrawal, the Customer shall be bound by the terms and conditions of this Schedule C along with Schedule A, Schedule B, Schedule B1, Schedule B2, 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.lv@sweepbank.com](mailto:help.lv@sweepbank.com). The notice must include at least: (a) the name of the Customer; (b) the identification code of the Customer; (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) The Customer may carry out banking Transfers on exclusive basis through the SweepBank Mobile App to the extent allowed by SweepBank. In addition, the Customer can retrieve information from SweepBank through the 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 show the customer the changes in its business conditions by electronic means and for retrieval. With respect to the conditions for the validity of changes, no. 1, paragraph 2 of the General Terms and Conditions applies.

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

## 2. Prerequisites for the use of mobile banking

The Customer is required to use the Personalized Security Features agreed with SweepBank to identify himself to SweepBank as an authorized customer (see. Point 3) and to authorize orders (see. Point 4) for banking Transfers via mobile banking.

If the Customer activates the feature that allows the use of fingerprint to log onto the App (for compatible devices only), the Customer must ensure and shall be responsible that only the Customer's fingerprint is registered on the Customer's Device.

## 3. Access to mobile banking

The Customer will have access to mobile banking, if

- the Customer's Personalized Security Features are transferred to and verified by SweepBank; and;
- no blocking of access (see. Sections 7 and 8) has been arranged.

After granting access to mobile banking, the Customer can use the SweepBank Mobile App.

## 4. Mobile banking orders

### 4.1 Placing orders and authorization

The Customer 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 contracts in other forms than via mobile banking will not be accepted by SweepBank.

## 4.2 Withdrawal of Payment Transactions

The revocability of a Payment Transaction order is governed by the special conditions (See Schedule C –Conditions for Payments and 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 according to 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 Payments and Transactions Transfers shall find application.

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

- The Customer must be authorized with the Personalized Security Features.
- The authorization of the Customer for the respective order type is available.
- The mobile banking data format is observed.
- The separately agreed mobile banking limit available is not exceeded.
- The execution requirements for the special 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 Transactions 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, inform the Customer of non-execution 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 Transactions.

## 6. Due diligence for the customer

### 6.1 Technical connection to mobile banking

The Customer is obliged to establish the technical connection to his/her Mobile Account only via the mobile banking access channels shared separately by SweepBank.

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

(1) The Customer must keep his Personalized Security Features (see. Section 2.1) 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, not 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's system

The Customer 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, the Customer 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. For any exception, please refer to the Help Centre. 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's Customer Support Centre on +37166100021 during the opening times as published on the Website, or notify to SweepBank through the message centre available on your Mobile Account and follow the instructions as in the Help Centre.

6.4.2 It is Your responsibility to ensure that Security Details relating to Your 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 Mobile Account or any of Your Accounts or has stolen Your device or Your Security Details, You should inform SweepBank immediately by calling SweepBank's Customer Support Centre or notify to SweepBank through the message centre available on your Mobile Account;
- review the available Transfer summaries and inform SweepBank about any unauthorised or incorrectly executed 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 Mobile Account.

You will be responsible for all instructions given by you 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 Transfers:

- if SweepBank has reason to believe that the 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 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's services accessible from Your 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's 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's Website or 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's 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 Mobile Account being used or accessed by someone without Your authority.

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

To the extent that SweepBank displays data for the Customer from his mobile banking order (e.g. amount, account number of the payee) on the customer system and/or SweepBank Mobile App to confirm an action, the Customer is obliged to examine the data displayed before confirming the conformity of the data provided for the Transfer.

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

### **7.1 Lockout indicator**

(1) If the Customer learns of the loss or theft of the Personalized Security Features, the misuse or other unauthorized use of his Personalized Security Features, he must notify SweepBank of this immediately (lock indicator). The Customer can also submit a blocking request to SweepBank at any time via separately communicated contact details.

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

(3) The Customer must also issue a blocking request to SweepBank, if the Customer suspects that another person

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

## **8. Use barrier**

### **8.1 Lock at the request of the Customer**

SweepBank will lock

- mobile banking access for him/her; and/or
- his/her Personalized Security Features

at the request of the Customer, in particular in the case of a blocking notification referred to in point 7.1.

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

(1) SweepBank may block mobile banking access for the Customer if

- it has the right to terminate the Agreement, or
- there are objective reasons related to the security of the Personalized Security Features, or
- 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. The Customer will be informed of this immediately.

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

(1) Customer has to try to login for three (3) consecutive times through the SweepBank Mobile App. If the Customer will provide a wrong Personalized Security Features, then the Customer will be temporarily blocked for the next hour. The

Customer can try again after the 60 minutes have passed. If the Customer continues to deliver wrong information to his login screen for the next 3 attempts, the Customer 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 Payment Transactions and Schedule B – Conditions for SweepBank Debit Card.

## 10. Right of Withdrawal

(1) The Customer has the right to withdraw from this Schedule D within fourteen (14) days as of the conclusion of the Agreement or from the day when the Customer 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. The Customer is not obliged to indicate any reason for withdrawal.

(2) The exercise by the Customer of the right of withdrawal from this Schedule D implies the Customer's intention to withdraw also from Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule C, and Schedule E.

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

If the Customer does not exercise the right of withdrawal, the Customer shall be bound by the terms and conditions of this Schedule D along with Schedule A, Schedule B, Schedule B1, Schedule B2, 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.lv@sweepbank.com](mailto:help.lv@sweepbank.com). The notice must include at least: (a) the name of the Customer; (b) the identification code of the Customer; (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 Bank without undue delay and no later than thirty (30) running days after giving notification.

# Schedule E – Special Conditions for the SweepBank Term Deposit

## 1. General terms

1.1 These terms and conditions govern your business relationship between you and SweepBank, as well as detail 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 – Special Conditions for the SweepBank Term Deposit;
- the General Terms and Conditions;
- Any mandates that you may give SweepBank from time to time;
- Any further conditions as may be set out periodically or other documentation SweepBank may periodically send you.

1.3 With the exception of that clauses in the SweepBank Bank's General Terms and Conditions describing different bank products, the provisions of SweepBank Bank's General Terms and Conditions 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 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 8 (Termination of a SweepBank Term Deposit prior to Maturity) and Section 9 (Right of Withdrawal) of this Schedule E – Special 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 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 is when the minimum term agreed for such SweepBank Term Deposit expires.

### **3. Prices**

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

### **4. Notice regarding taxes payable by you**

SweepBank will not withhold any taxes on behalf of the Customer. The Customer is obliged to pay taxes to its respective tax authority. If the Customer's tax residency circumstances change, the Customer must inform SweepBank immediately by calling SweepBank's Customer Support Centre or through the message centre on your Mobile Account. SweepBank does not offer tax advice. For any tax related questions, the Customer should contact the relevant competent tax authority or tax advisor.

### **5. Reservation of Service**

The SweepBank Term Deposit 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 SweepBank Term Deposit Accounts are not available for trusts, companies and other bodies corporate or charities.

The SweepBank Term Deposit Accounts shall be kept for the Customer's own account. SweepBank does not open accounts on behalf of third parties.

The Customer accordingly understands 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.

### **6. Interest and changes to interest rates on your SweepBank Term Deposits**

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

6.2 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.

6.3 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.

### **7. Payments out of your Term Deposit**

No payments can be made out of your Term Deposit.



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

## 8. Termination of a SweepBank Term Deposit prior to Maturity

8.1 You may not terminate your SweepBank Term Deposit before maturity, excluding if you decided to terminate your business relationship with SweepBank.

8.2 Furthermore, whilst having an active SweepBank Term Deposit, you may not request to close the first Current Account that was opened with SweepBank at your request, excluding if you decided to terminate your business relationship with SweepBank.

8.3 In the event of closure of a SweepBank Term Deposit under clause 5.1, SweepBank will transfer the principal amount to the originating SweepBank Current Account which you had selected upon opening of the term deposit, without any breakage fee being applicable and any interest being awarded.

8.4 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.

## 9. Right of Withdrawal

9.1 The Customer has the right to withdraw from this Schedule E within fourteen (14) days as of the conclusion of the Agreement or from the day when the Customer 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. The Customer is not obliged to indicate any reason for withdrawal.

9.2 The exercise by the Customer of the right of withdrawal from this Schedule E implies the Customer's intention to withdraw 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, this Schedule E along with Schedule A, Schedule B, Schedule B1, Schedule B2, Schedule B3, Schedule C, and Schedule D would be considered not to have been concluded.

If the Customer does not exercise the right of withdrawal, the Customer shall be bound by the terms and conditions of this Schedule E.

9.3 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.lv@sweepbank.com](mailto:help.lv@sweepbank.com). The notice must include at least: (a) the name of the Customer; (b) the identification code of the Customer; (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 Bank without undue delay and no later than thirty (30) running days after giving notification.

## 10. Duration of the Agreement

This Schedule E – Special 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 G – Definitions

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

**Account(s):** means any present or future online current account and/or savings account 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 Account and SweepBank Savings Account. 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 Customer’s 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 the Cardholder.

**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.

**Applicable Fees:** the interest, fees and other charges payable at any point in time with respect to the Credit drawn down by the Customer calculated according to the List of Fees.

**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.

**Business Day:** any day other than Saturdays, Sundays, or international bank holidays or public or national holidays in Latvia or Malta applicable for settlement currencies based on the customer’s location.

**Calculator:** a tool made available in the Website to enable the Customer to calculate the costs of the Credit, based on the applicable List of Fees, in relation to the desired amount of the Credit based on the payment by the Customer of the Minimum Payment Amount by the Due Date.

**Cardholder:** the Customer who has been issued with a SweepBank Debit Card by SweepBank.

**Credit:** credit drawn down under the Credit Agreement.

**Credit Agreement:** a framework agreement concluded between SweepBank and a Customer for an indefinite period for the regulation of a revolving credit facility granted to the Customer. The Credit Agreement shall include SweepBank’s General Terms, the Specific Term, the Standard European Consumer Credit Information sheet and any valid Invoice as amended from time to time in accordance with Schedule F.

**Credit Limit:** the maximum amount of Credit that may be drawn down by the Customer at any point in time in terms of the Credit Agreement as set by SweepBank following a creditworthiness assessment.

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

**Customer:** 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's systems, whether in whole or in part, are shut down for updating purposes. The Cut-off Time is set at 15.00 CET.

**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 through Google Pay; (a) Your SweepBank Debit Card, or, to the applicable extent, (b) any other SweepBank Debit Card issued in Your name, or (c) any other 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.

**Drawdown fee:** a fee which may be payable by the Customer, in accordance with the List of Fees, for each and every credit drawn down, which fee, if due, is not reduced even in the case the Customer pays any amount prior to the date on which it is due.

**Due Date:** the date on which the Minimum Payment Amount must be settled, being fifteen days from the Invoice date or such other date agreed to between the parties in terms of clause 6.2 of Schedule F.

**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).

**Help Centre** means the document issued by SweepBank and available to Customer on the Website in question and answer format, that introduces customers to SweepBank service or answers common questions.

**General Terms:** The terms regulating the SweepBank Current Account and a credit line facility granted by SweepBank to the Customer, if any.

**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;

**Invoice:** the document which is issued by SweepBank every thirty (30) days, with the first Invoice being issued fifteen days from when the original Credit is disbursed by SweepBank and which contains the special conditions applicable to the Customer including the amount due by the Customer, the Minimum Payment Amount and the Due Date and which, until repayment of the full Credit drawn down together with all Applicable Fees and other dues, forms an integral part of the Credit Agreement.

**List of Prices and Services:** means SweepBank's list of due charges and applicable interests 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 provided according to section 5.4. of Schedule B along with the SweepBank Debit Card ePIN as secondary method of authentication in case of failure of the principal method of authentication.

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

**Minimum Payment Amount:** the minimum amount which must be paid by Due Date as specified in Schedule F.

**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 NFC enabled devices to make contactless payments.

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

**Opening Hours:** 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 Transfer at the request of the Customer with respect to Accounts.

**Payment Transactions:** transactions that may be describes both as incoming as well as outgoing transactions.

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

**Pin code:** the four-digit sequence of numbers used as a secret key for accessing the Customer's 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<sup>52</sup> (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. Persons shall be considered to fall within this definition until twelve months have passed from the cessation of the functions referred to in the first sentence of this definition);

**Profile:** your Accounts and payment transaction details as a Bank customer.

**Providing a debit card:** SweepBank provides a card linked to your account. The amount of each card transaction is deducted directly and in full from the customer's account.

**Real time:** immediate processing.

**Regulay Payment:** upon your request, SweepBank shall make regular transfers of a certain amount of money from your SweepBank Account to another account.

**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 we agree to provide to you under this Agreement from time to time.

**Schedule F:** the document containing the specific terms regulating the credit facility granted to the Customer, if any, forming part of the Credit Agreement and annexed to the General Terms as Schedule F.

**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 the Customer for the provided Services on SweepBank Current Account.

**SweepBank:** Multitude Bank p.l.c., a public limited company registered under the laws of Malta 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 the SweepBank Mobile App, by e-mail at [help.lv@sweepbank.com](mailto:help.lv@sweepbank.com) and by post at Multitude Bank p.l.c., ST Business Centre, 120 The Strand, Gzira GZR 1027, Malta.

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

**SweepBank Debit Card ePIN:** the four-digit sequence of numbers used as a secret key for authorizing online Card Transfers with a 3D Secure merchant through Mastercard Identity Check, according to the relevant provisions of Section 5.4. of Schedule B.

**SweepBank 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, as described under Section 2.3. of these General Terms and Conditions, you hold with us, and from which money can be withdrawn immediately, subject to Bank's approval.

**SweepBank Term Deposit:** the fixed term deposit which you have opened and fixed with 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.

**SweepBank Virtual Debit Card:** The Customer's SweepBank Debit Card in virtual mode made available on the relevant section of Your SweepBank Mobile APP, to perform online payments under Section 1.5. of Schedule B – Conditions for SweepBank Debit Card.



**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.

**Transfer:** At the customer's request, the account provider transfers money from the customer's account to another account.

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

**We, us, our:** SweepBank, as defined above.

**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:** the customer withdraws cash from the customer's account.

**You, your, yours:** means (i) the Customer, as defined above.

# List of Prices and Services

| Bank access                             | Basic package  |
|---|--|
| Monthly fee                             | €0   |
| Inactive account fee                    | €0   |
| Minimum balance required                | €0   |
| <b>Deposit accounts</b>                 |  |
| SweepBank Current Account               | €0   |
| Printed account statement               | €10  |
| Overdrawn account / unplanned overdraft | €0   |
| <b>Interests on accounts</b>            |  |
| SweepBank Current Account               | 0.2% per annum for deposits up to €10,000.<br>No interest is due for deposits exceeding this amount. |
| SweepBank Savings Account               | 0.2% per annum   |
| <b>SweepBank Term Deposit</b>           |  |
|   | <b>3 Months</b> 2.00% per annum  |
|   | <b>6 Months</b> 2.30% per annum  |
|   | <b>12 Months</b> 3.20% per annum   |
|   | <b>24 Months</b> 3.10% per annum   |
|   | <b>36 Months</b> 3.00% per annum   |
| <b>Payments</b>                         |  |
| SEPA transfer                           | €0   |
| SEPA Instant                            | €0   |

|  |  |
|--|--|
| SweepBank Debit Card   |  |
| Providing a Virtual SweepBank Debit Card   | €0   |
| Virtual SweepBank Debit Card monthly fee   | €0   |
| Providing an Initial plastic SweepBank Debit Card                                  | €0   |
| SweepBank Plastic Debit card monthly fee   | €0   |
| ATM CashWithdrawal*<br><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 card   | €5   |
| Payment Transaction dispute (if determined that customer is liable)                | €25  |
| Limits   |  |
| Daily ATM Cash Wthdrawls   | €1000  |
| Daily card purchases   | €3000  |
| Daily online use   | €3000  |
| Deposit on Current Account   | N/A  |
| Deposit on Savings Account   | €100,000   |
| Deposit on Term Deposit  | €100,000   |



# Depositor information sheet

|  |   |
|--|---|
| Deposits with SweepBank are protected by:                        | The Depositor Compensation Scheme <sup>1</sup> , established under regulation 4 of the Depositor Compensation Scheme Regulations, 2015  |
| Limit of protection:   | EUR 100,000 per depositor per credit institution <sup>2</sup>   |
| 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 <sup>3</sup>   |
| Reimbursement period in case of failure of a credit institution: | 10 working days <sup>4</sup>  |
| Currency of the reimbursement:                                   | EUR   |
| Contact :  | Compensation Schemes<br>c/o Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta; Tel (+356) 21441155. Email <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                      |   |

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## <sup>1</sup>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.

## <sup>2</sup>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, Mdina Road,

Zone 1, Central Business District, Birkirkara, CBD 1010, Malta;

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.

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