

Version 2.2, effective from 31.10.2018
To customers onboarded before 31.10.2018 this version applies from 31.12.2018

Ferratum Bank p.l.c. General Terms and Conditions

INTRODUCTION

GENERAL PRESENTATION OF FERRATUM

Ferratum Bank p.l.c. is 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. Ferratum Bank remote access services include the Ferratum website accessible via www.ferratumbank.com and Ferratum mobile application.

You can contact Ferratum Bank Customer Service by calling +35620341533 or by email customersupport@ferratum.com (further information are available on Ferratum website www.ferratumbank.com).

The General Terms and Conditions always govern the business relationship between the Customer and Ferratum Bank p.l.c. (hereinafter referred to as the „Bank “) and are constituted by the present General Provision and the following documents:

- [General Terms and Conditions](#)
- [Depositor Information Sheet](#)
- [Price table](#)

GENERAL PROVISIONS

1 General terms

1.1 These terms and conditions govern your business relationship between you and the Bank, detail the Bank's obligations towards you and your obligations towards the Bank, as well your Ferratum Current Account and Ferratum Savings Account.

1.2 The relationship between you and Ferratum Bank p.l.c. 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 by you during the business relationship and accepted by the Bank;
- these terms and conditions;
- other specific terms and conditions relating to additional Ferratum banking products which you may have subscribed, such as Ferratum Fixed Term Deposit or Overdraft Facilities;
- Any mandates that you may give the Bank from time to time;

- Any further conditions as may be set out periodically or other documentation the Bank may periodically send you.
- 1.3 If any of the documentation sent to you when you open an Account with the Bank contradicts any of the conditions set out in these terms and conditions, the terms set out within that other documentation will apply.
 - 1.4 The business relationship between you and Ferratum Bank p.l.c. will continue indefinitely until you or we end it.
 - 1.5 The business relationship between you and Ferratum Bank p.l.c. shall be governed by Maltese law, but any mandatory protection granted under local consumer protection law shall apply.
 - 1.6 The Customer may only bring proceedings against Ferratum in the Member State of the European Union where the Customer is domiciled or in Malta. Ferratum may bring proceedings against the Customer in the Member State of the European Union where the Customer is domiciled. Both parties may bring a counter-claim in the court where the original claim is pending.
 - 1.7 You hereby expressly request and authorise Ferratum Bank p.l.c. to provide you immediately with the services described in these terms and conditions, prior to the end of the withdrawal period specified in clause 26.13.
 - 1.8 The Bank may change these terms and conditions from time to time, as explained in clauses 21 and 22. The main language governing the relationship between you and the Bank shall be English. You can obtain, upon request and at any time, a hard copy of the terms and conditions in effect at the time of the request contacting by email the Bank's Customer Support at customersupport@ferratumbank.com or through your Online Account.

2 Definitions

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

- 2.1 **Account(s):** means all current and future accounts opened by the Bank 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 Current and Savings accounts. An Account with the Bank 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 that opens a new Account.
- 2.2 **Agreement:** means the terms and conditions contained in this document and its Schedules and/or Sections.
- 2.3 **Bank:** Ferratum 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.
- 2.4 **Bank's Customer Support Centre:** the Bank's support service centre that can be reached through the message centre on the Website or the Ferratum Mobile App, by phone calling +35620341533 or by e-mail at customersupport@ferratumbank.com and by post at Ferratum Bank p.l.c., ST Business Centre, 120 The Strand, Gzira GZR 1027, Malta.
- 2.5 **Booster(s):** the software solution(s) aimed at helping You to reach or exceed Your saving targets, by transferring money from Your Current Account either to Your Savings Goal or Your Savings Account.
- 2.6 **Business Day:** any day other than Saturdays, Sundays, or international bank holidays applicable for settlement currencies.
- 2.7 **Card or Cards:** the Ferratum Card, as well as any other cards which may be issued by the Bank for the duration of this business relationship.

- 2.8 Cardholder:** a person who has been issued with a Card by the Bank.
- 2.9 Currency:** the currencies of the three initial Ferratum Current Accounts opened for you by the Bank upon the successful completion of the on-boarding process, as well as any additional accounts in other currencies that the Bank opens in your name.
- 2.10 Customer:** means (i) the person who now or hereafter is an Account holder or has an interest therein; and (ii) the person who now or hereafter subscribes to services or products offered by the Bank.
- 2.11 Cut-off Time:** such time at the end of a Business Day when the Bank's systems, whether in whole or in part, are shut down for updating purposes. The Cut-off Time is set at 15.00CET.
- 2.12 Deposit:** to transfer funds into the Account(s).
- 2.13 EEA:** The countries within the EU, together with Liechtenstein, Norway and Iceland.
- 2.14 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).
- 2.15 Ferratum Current Account:** the interest free account you hold with the Bank, as set out further in the specific product description.
- 2.16 Ferratum Card:** the debit Card issued by the Bank to its customers for whom it has opened an account;
- 2.17 Ferratum Mobile App:** the software that you can install on your own mobile device through which you can:
- Manage your Ferratum Card;
 - Check your balances and available funds;
 - View your recent transactions;
 - Transfer money between your accounts or to third parties' accounts;
 - Apply for a range of services being offered by the Bank.
- 2.18 Ferratum Savings Account:** the savings account you hold with us, and from which money can be withdrawn immediately, subject to Bank's approval.
- 2.19 Ferratum Fixed Term Deposit:** the fixed term deposit which you have opened and fixed with the Bank for a defined period as may be established by the Bank from time to time. The Ferratum Fixed Term Deposit will be linked to a determined Current Account.
- 2.20 Frequently Asked Questions, FAQ:** means the document issued by the Bank in question and answer format, that introduces customers to the Bank service or answers common questions. Please, to read Ferratum Bank's FAQ go to the website <https://www.ferratumbank.com/customer-support>
- 2.21 Identification Documents:** documents which the Bank 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 the Bank;
- 2.22 Office hours: between 0900 hours to 1700 hours CET on a Business Day.**
- 2.23 Online Account:** the secure area within the Ferratum Mobile App, which gives you access to your Profile and the different services offered by the Bank.
- 2.24 Online Application:** the online form you need to complete in order to open your Account. This can be completed only through the Ferratum Mobile App.
- 2.25 Online Transactions Summary:** a list showing details of all transactions (including withdrawals, incoming payments, outgoing payments and interest paid, if applicable) on the Accounts. This can be accessed through your Online Account.
- 2.26 Opening Deposit:** the first payment you make into the Current Account(s).
- 2.27 Opening Hours:** the Bank'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 the Bank's Website.

- 2.28 Password:** the secure string of characters that must be supplied by you in order to gain full or partial access to your Online Account.
- 2.29 Personal Data:** the personal data of the Customer as defined under the Bank's Privacy Policy.
- 2.30 Pin code:** the six-digit sequence of numbers used as a secret key for accessing your Online Account, when used in conjunction with your User ID.
- 2.31 Primary Account:** the Ferratum Current Account, denominated in EUR, which is associated to the Card and to which the transactions effected by the Card in EUR or in any other currency are debited.
- 2.32 Profile:** your Accounts and transaction details as a Bank customer.
- 2.33 Purchase To Boost:** the Booster linked to the transactions made by the Customer through the Card or any of the Customer's Accounts.
- 2.34 Real time:** immediate processing.
- 2.35 Round It Up:** the Booster linked to the transactions made by the Customer through the Card.
- 2.36 Savings Goal:** is a Savings Account on which the Customer can manage his/her savings.
- 2.37 Security Details:** your password, User ID and Pin code.
- 2.38 SEPA:** The Single Euro Payments Area.
- 2.39 Service:** the online banking service we agree to provide to you under this agreement from time to time.
- 2.40 Statement:** a formal record listing all the transactions on your Account for a pre-determined or selected time-period, including withdrawals, deposits, interest earned on your Account (if applicable), deposits of a Ferratum Fixed Term Deposit on maturity, withholding tax deductions on interest earned (if applicable) and other account activity as may be applicable.
- 2.41 Table of Fees, List of Price:** means Bank's tariff of charges from time to time relating to your use of the Service.
- 2.42 User ID:** the unique identifier enabling you to gain access to your Online Account.
- 2.43 We, us, our:** Ferratum Bank p.l.c. or the Bank, as defined above.
- 2.44 Website:** the commercial Banking website, currently www.ferratumbank.com (or any other URL as we may notify to you from time to time)
- 2.45 You, your, yours** means (i) the person who now or hereafter is an Account holder or has an interest therein; and (ii) the person who now or hereafter subscribes to services or products offered by the Bank.
- 2.46 Withdrawal:** to transfer funds out of an Account.