



General Provisions of Sumo

Banking services via the Sumo mobile app are provided by Ferratum Bank p.l.c. and available exclusively through Thomas Cook Money Ltd.

INTRODUCTION

GENERAL PRESENTATION OF Sumo and Ferratum Bank p.l.c.

Sumo is a mobile application brought to Customers by Thomas Cook Money Ltd. and powered by Ferratum Bank p.l.c. All of the information regarding the services of Sumo is published on the webpage of Sumo www.sumomoney.se. Customers who are using the banking services available via Sumo enter into a contractual relationship with Ferratum Bank p.l.c.

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.

The Customer can contact Ferratum Bank Customer Service by calling 4620787680 or by email customersupport@sumomoney.se.

The relationship between the Swedish resident Customer and Ferratum Bank p.l.c. (hereinafter referred to as the **Bank** or **Ferratum Bank**) is governed by the present General Provisions and the following documents:

- General Terms and Conditions of Sumo
- Depositor Information Sheet
- Terms and Conditions for Overdraft Facility of Sumo
- Terms and Conditions for Term Deposit Accounts of Sumo
- Price table / Price List of Sumo
- Privacy Policy of Sumo

GENERAL PROVISIONS

1 General terms

1.1 This agreement governs the business relationship between the Customer and the Bank, details the Bank's obligations towards the Customer and the Customer's obligations towards the Bank, as well the Current Account and Savings Account.

1.2 The relationship between the Customer and Ferratum Bank p.l.c. shall be governed by:

Version 2.2, effective from 31.10.2018

To customers onboarded before 31.10.2018 this version shall apply from 31.12.2018

- the information and declarations made directly by the Customer during the customer onboarding process, as well as other declarations and confirmations made by you in the course of the business relationship and accepted by the Bank;
 - these General Provisions and the other documents listed above;
 - other specific terms and conditions related to additional banking products which are available on Sumo, which the customer may have subscribed, such as Term Deposit Account or Overdraft Facilities;
 - any mandates that the Customer may give the Bank from time to time; or any further conditions as may be set out periodically or other documentation the Bank may periodically send to the Customer.
- 1.3 If any of the documentation sent to the Customer when (s)he opens an Account with the Bank contradicts any of the conditions set out in these General Provisions, the terms sent to you within that other documentation will prevail.
- 1.4 The business relationship between the Customer and Ferratum Bank will continue indefinitely until the Customer or the Bank end it.
- 1.5 The business relationship between the Customer and Ferratum Bank shall be governed by Maltese law, but any mandatory protection granted under local consumer protection law shall apply.
- 1.6 The Customer hereby expressly request and authorise Ferratum Bank to provide her/him immediately with the services described in these General Provisions, prior to the lapse of the period specified in clause 26.13 of the General Terms and Condition.
- 1.7 The Bank may change these General Provisions from time to time, as explained in clauses 21 and 22 of the General Terms and Conditions.
- 1.8 These General Provisions and the General Terms and Conditions shall be provided in the Swedish or in the English language. In the case of disagreement between the two languages, the English language shall prevail.

The main language governing the relationship between the Customer and the Bank shall be Swedish, but the Customer can also communicate with the Bank in English. The Customer can obtain, upon request and at any time, a hard copy all of the terms and conditions in effect at the time of the request contacting by email the Bank's Customer Support at customersupport@sumomoney.se.

2 Definitions

In these General Provisions and in the General 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 the Customer's 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 the Customer's Current and Savings accounts. An Account with the Bank may only be held by an individual who is acting in his/her own name. Each Account is identified by its respective IBAN

(international bank account number) 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 and any other general and specific terms and conditions regarding the banking services.
- 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 Sumo Mobile App, by phone calling +46 20787680 or by e-mail at customersupport@sumomoney.se 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 Sumo 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 Current Accounts opened for the Customer by the Bank upon the successful completion of the on-boarding process on Sumo, as well as any additional accounts in other currencies that the Bank opens in the Customer's 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 via Sumo 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 15.00 CET (Central European Time).
- 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 the Customer's identity:** a clear and legible copy of a valid, unexpired, government-issued document containing photographic evidence of identity, including Customer's:
- national identity card (copy of front and back) or local equivalent, and/or
 - passport (copy of photo and details).
- 2.15 Current Account:** the interest free account the Customer holds with the Bank, as set out further in the specific product description.

- 2.16 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. To read Ferratum Bank's FAQ, please go to the website <https://www.sumomoney.se>.
- 2.17 Identification Documents:** documents which the Bank can rely on as evidence of the Customer's identity and/or permanent residential address, access to which can be required as part of the Customer's account opening documentation or at any stage of the business relationship with the Bank.
- 2.18 Office hours:** between 09.00 hours to 17.00 hours CET (Central European time) on a Business Day.
- 2.19 Mobile bank Account:** the secure area within Sumo Mobile App, which gives the Customer access to his/her Profile and the different services offered by Sumo.
- 2.20 Online Application via the app:** the online form the Customer needs to complete in order to open an account. This can be completed through Sumo Mobile App;
- 2.21 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 the Sumo Mobile App.
- 2.22 Opening Deposit:** the first payment the Customer makes into the Current Account(s).
- 2.23 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 Sumo Website.
- 2.24 Password:** the secure string of characters that must be supplied by the Customer in order to gain full or partial access to his/her bank Account.
- 2.25 Personal Data:** the personal data of the Customer as defined under the Bank's Privacy Policy.
- 2.26 Pin code:** the six-digit sequence of numbers used as a secret key for accessing the Customer's mobile bank Account, when used in conjunction with the Customer User ID.
- 2.27 Primary Account:** the Current Account, denominated in SEK, which is associated to the Card and to which the transactions effected by the Card in EUR or in any other currency are debited.
- 2.28 Profile:** the Customer's Accounts and transaction details as a Bank customer.
- 2.29 Purchase To Boost:** the Booster linked to the transaction made by the Customer through the Card or any of the Customer's Accounts.
- 2.30 Real time:** immediate processing.
- 2.31 Round It Up:** the Booster linked to the transactions made by the Customer through the Card.
- 2.32 Savings Account:** the savings account the Customer hold with the Bank, and from which money can be withdrawn immediately subject to the Bank's approval.
- 2.33 Savings Goal:** is a Savings Account on which the Customer can manage his/her savings.
- 2.34 Security Details:** the Customer's password, User ID and Pin code.

2.35 SEPA: The Single Euro Payments Area.

2.36 Service: the mobile banking service which is provided to the Customer by the Bank under this agreement from time to time.

2.37 Statement: a formal record issued by the Bank listing all the transactions on the Customer's Account for a pre-determined or selected time-period, including withdrawals, deposits, interest earned on the Account (if applicable), deposits of a Term Deposit on maturity, withholding tax deductions on interest earned (if applicable) and other account activity as may be applicable.

2.38 Sumo Mobile App: the software that the Customer can install on his/her own mobile device through which the Customer can:

- Manage his/her Sumo Card;
- Check his/her balances and available funds;
- View his/her recent transactions;
- Transfer money between his/her accounts or to third parties' accounts;
- Apply for a range of services being offered by Sumo.

Customer can find the link to download the Sumo Mobile App on www.sumomoney.se

2.39 Term Deposit: the fixed term deposit which the Customer has opened and fixed with the Bank for a defined period as may be established by the Bank from time to time. The Term Deposit will be linked to a determined Current Account.

2.40 Table of Fees: means the tariff of charges from time to time relating to the Customer's use of the Service available on Sumo Website.

2.41 Term Deposit Account: is an online fixed-rate and fixed-term deposit Account. To open a Term Deposit the Customer must first have a Current Account.

2.42 User ID: the unique identifier enabling the Customer to gain access to their mobile bank account

2.43 We, us, our: Ferratum Bank p.l.c. or the Bank, as defined above.

2.44 Website / Sumo website: the commercial website, currently www.sumomoney.se (or any other URL as the Customer is notified 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 on Sumo Mobile App.

2.46 Withdrawal: to transfer funds out of an Account.

General Terms and Conditions of Sumo

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1 General terms

The General Terms and Conditions and the General Provisions of Sumo together constitutes the agreement and govern the business relationship between the Customer onboarded via Sumo Mobile App and Ferratum Bank p.l.c.

2 Definitions

Please refer to the definitions on the General Provisions of Sumo that together with this document govern the business relationship between the Customer onboarded via Sumo Mobile App and Ferratum Bank p.l.c.

(hereinafter referred as **Bank** or **Ferratum Bank**).

3 The Current Account

3.1 The Current Account is an online mobile account into which the Customer can deposit funds from other banks, as well as transfer money to his/her own accounts with Ferratum Bank or to other banks.

3.2 You may have one Current Account for each currency available, to a maximum total number of combined Savings Accounts and Current Accounts of twenty-five (25). In addition, you can open up to fifteen (15) Savings Goals.

3.3 The Bank retains the right to limit the amount of funds the Customer can hold in his/her Current Account, as well as the maximum amount of funds that can be transferred out of his/her Accounts on a daily basis, in which case the Customer will be notified accordingly by the Bank.

3.4 The Current Account can be denominated in a number of currencies, as specified in the Table of fees, and upon the successful conclusion of the customer onboarding process, three Current Accounts will automatically be opened by the Bank in the Customer's name, each of which will be denominated in a different currency.

3.5 The Current Accounts do not yield any interest.

3.6 The Customers holding a Current Account may activate the Booster(s), according to the instructions available on Sumo Mobile App, and subject to the further provisions under clauses 4.8 and 4.9 below. Upon activating the Booster(s) no fee will be charged.

3.7 Once any Booster(s) is activated, the transaction(s) required to be performed under the rules set by the Customer will be finalized only upon the condition that enough funds, including any overdraft facility, are available on the Customer's Current Account. If the Booster(s) is/are activated during any day of the current month, the Customer will not be charged as specified on the Price List.

4. The Savings Account

- 4.1 The Savings Account is a mobile savings account which the Bank can open in the Customer's name after that the Current Account opening process has been successfully completed.
- 4.2 A Savings Accounts will enable the Customer to transfer money to his/her own accounts with Ferratum Bank or to other banks, while deposits to this Account can also be made from other Accounts and other banks.
- 4.3 The Bank retains the right to limit the amount of funds the Customer can hold in his/her Current Account, as well as the maximum amount of funds that can be transferred out of his/her Accounts on a daily basis, in which case the Customer will be notified accordingly by the Bank.
- 4.4 The Savings Account can be denominated in a number of currencies, as specified in the Price Table.
- 4.5 The Savings Account will yield interest at a rate that will be determined by the Bank from time to time. The applicable rates can be obtained from the Sumo Mobile App or from the Customer Support Centre.
- 4.6 Once funds have been deposited in the Customer's Savings Account, these can be withdrawn immediately, subject to Bank's approval.
- 4.7 Savings Goal is a Savings Account on which the Customer can manage his/her savings. The Savings Goal will enable the Customer to transfer money to his/her own accounts with Ferratum Bank. Customer can deposit money to Savings goal only from his/her own Bank Accounts.
Customer can anytime open or close a Savings Goal through his/her Sumo Mobile App. Savings goal will be automatically closed when the Customer closes it. Any amount held within a Savings Goal will be transferred upon closure of the Savings Goal to one of the other Savings Accounts held by the Customer.
- 4.8 The Booster(s) can only be linked to one (1) Savings Goal or to one (1) Savings Account at the same time.
- 4.9 Subject to the provisions under clauses 3.6, 3.7 and 4.8 above, (i) the Round It Up will allow the Customer to round up on the linked Savings Goal or Savings Account any amount spent by the Customer by means of the Card, according to the rules set up by the Customer; and (ii) the Purchase to Boost will allow the Customer to send on the linked Savings Goal or Savings Account, for any amount spent by the Customer by means of the Card or the Current Account, accordingly either (a) a fixed amount per range or (b) a percentage on the spent amount, as set up by the Customer.

5. Eligible Account Holders

- 5.1 The Accounts are available as individual accounts for natural persons. 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.
- 5.2 An applicant becomes an Account holder once the Bank activates the applicant's first Account (see clause 6).
- 5.3 If the Customer is related to/or closely associated with/or himself/herself is a politically exposed person, who fulfils a prominent public function, the Customer is required to declare this on the Sumo Mobile App on-boarding process prior to the activation of the Account.
- 5.4 The Bank will only open Accounts in the name of its customers who are acting on their own behalf. The Customer accordingly understands that the Accounts can only be used for transactions that the Customer conducts in his/her own name and on his/her own behalf, and that the Customer concurrently binds himself/herself 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 the Bank.
- 5.5 Applicants will only be accepted as customers by the Bank if they are of legal age and they are nationals or domiciled in Sweden, and are in possession of a valid identification document issued or officially recognised within the European Union. Applicants understand that their identification documents need to comply with the requirements of the law to be accepted through the identification process run by the Bank.
- 5.6 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.

6 Security and Access

- 6.1 The Bank will not request any of the Customer's Security Details, except as explained in the Frequently Asked Questions. If the Customer forgets any of his/her Security Details, or becomes aware or suspect that another person has gained knowledge of one or more of his/her Security Details, the Customer is advised to immediately call the Bank's Customer Support Centre and follow the instructions contained in the Frequently Asked Questions.
- 6.2 It is the Customer's responsibility to ensure that Security Details relating to his/her Account are kept safe. In particular, the Customer must:
- in the event that the Customer has lost any of his/her Security Details or if the Customer is aware or believe that someone else knows any of his/her Security Details, has used the accounts or has stolen them, the Customer should inform the Bank immediately by calling the Bank's Customer Support

Centre;

- review the available transaction summaries and inform the Bank about any unauthorised transactions immediately;
- not allow anyone else to use his/her Accounts; and
- adhere to any security warnings or advice the Bank provides him/her with, including any security announcements on the Sumo Website.

6.3 The Bank will do its utmost to prevent any unauthorised access to the Customer's mobile bank Account and to make sure it is secure, including taking reasonable steps to protect the secrecy of the Customer's Security Details. The Bank reserves the right to immediately discontinue the use of the Customer's Security Details to access his/her mobile bank Account, make withdrawals out of his/her Account or otherwise carry out any other transactions:

- if the Bank has reason to believe that the mobile bank Account is not, or may not be, secure;
- if the Bank has reason to believe that there could be unauthorised or fraudulent use of the mobile bank Account, or
- if the Customer has informed the Bank about any unauthorised or fraudulent use of the mobile bank Account.

6.4 If any of the Bank's services accessible from the Customer's mobile bank Account are blocked, the Customer may call the Bank's Customer Support Centre or utilise the message centre to request that the blocked service be enabled for use again.

6.5 The Customer is urged to call the Bank's Customer Support Centre immediately should the Customer encounter any of the following issues:

- if the Customer is experiencing problems whilst using the Sumo Mobile App;
- if the Customer notices any technical incident or other fault related to the way in which the Customer accesses his/her mobile bank Account which might put the security of the Bank's services at risk; or
- if the Customer notices any irregularities with any third party payment procedures on other websites or elsewhere, which may lead to his/her mobile bank Account being used or accessed by someone without the Customer's authority.

7. Account Opening

7.1 To open an Account, the Customer must complete the Sumo Mobile App, as well as read and accept these terms and conditions including the General Provisions.

7.2 The Account opening process will only be completed once all account opening checks have been satisfactorily carried out by the Bank. In some cases, such as where suspicions have arisen on the identity of the applicant, the Bank may reject the application to open the



Account. In these circumstances, the Customer will not be treated as having opened an Account.

- 7.3 Once the Account opening process is successfully completed, the Account shall be activated.
- 7.4 The Bank reserves the right to share the Customer's data with competent authorities, so as to meet the Bank's reporting obligations (for instance to report tax information of EU residents).
- 7.5 The Customer shall inform the Bank immediately, by sending the Bank a message through the Sumo Mobile App or calling the Customer Support Centre, should there be any changes to his/her personal details submitted in the Account Opening Form.

8. Payments into the Customer's Account

- 8.1 Upon the successful completion of the account opening process the Customer will receive a confirmation message from the Bank via the Sumo Mobile App, following which the first transfer of funds can be made to the Accounts.

9 Confirming transactions on the Customer's Accounts

- 9.1 Upon receipt from the Customer of instructions to carry out a transaction, the Customer will receive a message on his/her mobile bank Account.
- 9.2 Where, due to exceptional circumstances, access to Sumo Mobile App is suspended, the Bank may require alternative means of satisfactory identification for it to be able to execute the Customer's instructions accordingly.
- 9.3 The Bank will not provide the Customer with a separate written confirmation when the Customer receives funds in his/her Account. These amounts will appear on the mobile bank Account.

10 Transaction Summary

- 10.1 A transactions summary showing details for transactions made (including withdrawals, deposits, incoming and outgoing payments, interest paid, and other account activity as may be applicable) on the Customer's open Account(s) is available to the Customer at any time from his/her mobile bank Account. This will show transactions as they have been processed and will be stored on the Bank's systems.



11 Statements and Transaction Data

- 11.1 The Bank will provide a monthly statement of Account/s through the transaction history available through the Customer's mobile bank Account. The Customer accepts to receive the monthly statement and any other statements electronically through the mobile bank account.
- 11.2 If the Customer would like the Bank to send him/her a copy of an ad hoc Statement, the Customer can call the Bank's Customer Support Centre. Ad hoc Statements are subject to the charge specified in the Price Table, available from the Sumo website.
- 11.3 For the purpose of the Customer's Statements and Transactions Summaries, a day runs from 8am to 3pm CET and instructions received later than 3pm CET shall be deemed to have been received the following day.
- 11.4 The Customer is required to examine all the Statements of his/her Accounts, notes and other Statements immediately upon receipt. In case of any inaccuracy or incompleteness, the Customer is obliged to notify the Bank immediately.

12 Fees and charges

- 12.1 The fees and charges applicable to the Accounts, the Card and any other Bank products and services are those specified in the Price Table, as issued by the Bank from time to time, and which is available from the Sumo website or through Sumo Mobile App. The Price Table can also be obtained by the Customer on demand through the Customer Support Centre.

13 The Card

- 13.1 The Card shall be issued by the Bank upon the successful completion of the on-boarding process.
- 13.2 The Customer must sign the Card immediately upon receipt. The Card may only be used by the Customer, and the Customer must take great care of it. The Customer must not interfere with any magnetic stripe or integrated circuit (chip) in the Card. Furthermore, the Customer is not to disclose the Card number except when properly using the Card and the Customer is to comply with any other instructions which the Bank may issue regarding the safekeeping of the Card and its number.
- 13.3 The Card remains the property of the Bank and must be returned on request.
- 13.4 The Customer may only use the Card during the validity period shown and for amounts which will not cause the Account limit to be exceeded. The Card must not be used if cancelled or suspended by the Bank.

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

Use of the Card may be:

i) accompanied by the Cardholder signing a sales voucher or order form showing the Card number (amongst other things); or ii) accompanied by the Cardholder entering the PIN (Personal Identification Number) on the EPOS (Electronic Point of Sale) terminal or PIN Pad to confirm and authorise a transaction; or iii) through a cash or other machine, sometimes using a 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 card number and other details. The Bank strongly recommends the use of 'secure payment' sites and software when using the Card details over the Internet.

13.6 The Customer's signature on the sales voucher or other order or authorisation form showing the Card number, the quoting of the Customer's Card number and/or other details over the telephone or internet or the inputting of his/her PIN signifies the Customer's consent to execute a transaction.

13.7 A transaction cannot be revoked by himself/herself once the Customer has given his/her consent as mentioned above.

13.8 It will remain the Customer's sole responsibility to ensure that his/her renewed Card is in his/her possession prior to the expiry date of the Card. The Customer must give the Bank at least 30 days' notice prior to expiry date of the Card if the Customer does not wish to renew the Card. If no such notification is received, the Bank will automatically have the right to issue a new Card.

14 Selecting and safeguarding the Customer's PIN

The Customer will select his/her PIN during the customer on-boarding process via the Sumo Mobile App with the Bank. This PIN must be kept secret. This means that the Customer must not disclose it to anyone else including the police and/or Bank personnel or record it in any way which allows another person to discover it. The Customer is to comply with any other instructions, which the Bank may issue regarding the safekeeping of the PIN.

15 Loss of card or unauthorised use of Card

15.1 The Cardholder must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the Card and the PIN being disclosed to any person. The Cardholder must read statements carefully when they become available through the Sumo Mobile App. The Cardholder must promptly notify the Bank upon discovery, or even a suspicion of the unauthorized use of the Card or that the Card has been lost, stolen, misappropriated or that

it may be misused or the Cardholder suspects or there is any reason for the Cardholder to suspect that the PIN has become known to another person. The Cardholder's notification to the Bank of any unauthorised transactions should not reach the Bank later than 13 months after the date such transactions are debited on Your Current Account.

15.2 Subject to clause 15.1 above and the provisions of this clause, the Bank will generally investigate the unauthorised transactions and, if the Bank is reasonably satisfied that the transaction was not authorized by the Customer and that the Customer is not liable, the Bank will pay back to the Primary Account the amounts of the unauthorized transactions (including any interest or charges the Customer paid as a result of the transaction, as well as any interest which the Bank would have paid the Customer on that amount) over the amount of Euro 5 or the equal amount in any other currency . Thereafter, the Bank will not have any further liability to the Customer. The Customer will however be solely liable for any amount debited to his/her Account due to an unauthorized transaction if the Bank has informed the Customer about the transaction and the Customer does not notify the Bank of the unauthorized transaction within 13 months from the day on which the amount was debited to his/her Account. Furthermore, if an unauthorized transaction has been carried out due to the Customer's failure to protect his/her PIN or other personal code, the Customer will be liable for the amount debited due to the unauthorized transaction up to a maximum amount of SEK 1,200.

The Customer will further, up to a maximum amount of SEK 12,000, be liable for any amount debited to his/her Account due to an unauthorized transaction if the Customer has acted with gross negligence and thereby:

- not used his/her Card in accordance with these General Terms and Conditions, in particular, if the Customer does not take all reasonable steps to keep safe the his/her Card and the PIN;
- not notified the Bank immediately on becoming aware of:
 - the loss, theft, misappropriation or unauthorised use of the Card; or
 - the recording on his/her Account(s) of any unauthorised transactions; or
 - any error or other irregularity in the maintaining of the Customer's Account(s) by the Bank; or
 - having any suspicions that the PIN is known by any unauthorised third party;
- recorded the PIN in any easily recognisable form, in particular on the Card or on any item which the Customer keeps or carry with the Card;

The limitation of SEK 12,000 will not apply if the Customer has acted fraudulently or if the Customer is otherwise especially to blame for the unauthorized transaction.

15.3 After notification to the Bank, the Customer will not be liable for any transactions carried out with his/her lost, stolen or misappropriated Card. This does not however apply where the Customer has contributed to the unauthorized transaction by acting fraudulently.

- 15.4 Notification should be made to the Bank through Sumo Mobile App by calling on 4620787680, which number is available on a 24-hour basis. The Bank will then take the necessary steps to stop the use of the Card.
- 15.5 The Bank will require information and the Customer's assistance to help it to recover the Card or identify fraud. The Customer is therefore to co-operate with the Bank and with the police in the Bank's efforts to recover the Card and to investigate any unauthorised transactions the Customer report on his/her Account. If the Customer is asked to report such transactions to the police, this must be done as soon as possible.
- 15.6 Should the Customer retrieve the Card after the Customer has reported it lost or stolen, the Customer must not use it.
- 15.7 If the Customer need a replacement Card the Customer should request the Bank to issue a replacement of the Card. A fee may apply for the replacement of a Card as per the Table of Fees. The Customer can change the PIN at any time through the card services on the Sumo Mobile App.
- 15.8 Depending on the country in which the Customer is located the Bank also offers an Emergency Card Replacement service, at a cost as per the Table of Fees. If the Customer requires the use of this service, the Customer is to contact the Bank's Customer Support Centre.

16 Funds and use of Cards

- 16.1 The Bank will charge to the Primary Account the amounts of all transactions made with the Card in SEK, while any transactions made in other selected currencies shall be charged to the associated Current Accounts in the corresponding currencies. Transactions in currencies other than the above shall be charged to the Primary Account. The Bank will also charge to the Customer's account any amount charged by another bank for the use of their cash withdrawal or payment systems and all other amounts the Customer owes the Bank from time to time under these General Terms and Conditions or any other terms in relation to the use of the Card or the Accounts, and, subject to clause 15 above, even if the Customer has not authorised that transaction.
- 16.2 The Cardholder is to ensure that enough funds are available in the Primary Account and the other associated Current Accounts to meet all transactions made with the Card.
- 16.3 Under no circumstances is the Cardholder authorised to overdraw the Account(s) unless the Customer has an active Overdraft.
- 16.4 In addition, notwithstanding the above, the Bank shall have the right to refuse authorisation for any Card transaction for any valid reason, including if there are not enough funds in the

Primary or any other associated Current Accounts to meet such transaction (and the Bank is not obliged to consider whether any funds are available in any other Account(s) held by the Cardholder), if the transaction is in breach of any of these Terms and Conditions, or if the Card or the Account has been or is likely to be abused or if there is any other valid reason for doing so. This would include the Bank's right to restrict the usage of the card in some countries and for some transactions in accordance its compliance rules. Customer has the duty to verify with the Bank time by time which restriction may apply.

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

16.6 If the Customer uses the Card for a cash withdrawal or to make a payment in a currency other than the Currency of the Primary Account or the associated Current Accounts, the amounts will be converted into the Currency of the Primary Account at the rates of exchange applicable at the time the transactions are cleared by MasterCard and all charges are for the Cardholder. The latest available exchange rates are accessible through Sumo Mobile App. Exchange rates accessible through the Sumo Mobile App are only made available for indicative purposes, as these change constantly throughout the day. The Customer should be aware that in some circumstances exchange rates can change drastically over a few minutes.

16.7 Cash withdrawals effected by means of the Card at any other bank or ATM network may be subject to a fee, as per the other bank's specific tariff of charges. Ferratum Bank has no control or discretion over charges or fees imposed by other banks or ATM network operators.

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

16.9 In the event that the Cardholder does not affect payment as agreed, or if the Cardholder is in default, or in the event of any transaction being in breach of these Terms and Conditions, the Bank may, by giving the Cardholder prior notice, debit any account held by the Cardholder with the Bank, with all or part of any amount due, interest and charges. This shall be without prejudice to the Bank's right to terminate the Agreement as referred to below.

16.10 The Cardholder may set-up on the Online Account the spending limits on payment transactions carried out through the Card. As a fraud prevention measure and/or if the Customer's Account has been opened recently or in the event that circumstances arise which in the Bank's opinion cause or may cause a breach by the Customer of these General Terms and Conditions, the daily transaction and/or cash withdrawal limits may be changed by the Bank as it is deemed appropriate in the circumstances. Information about these limits may be obtained from the Customer Support Centre.

16.11 The Bank shall have the right to block the Card if factual reasons in connection with the security of the Card justify this, if there is suspicion of non-authorised or of fraudulent use of the Card. In this case, the Bank will notify the Customer of the blocking of the Card if possible before, but at the latest promptly after the block is established. The reasons for the block are to be stated in the notification. It is not necessary to state reasons insofar as the Bank would breach statutory obligations thereby. The Bank will unblock the Card or to replace it with a new Card if the reasons for the block no longer apply. The Customer will be informed promptly of the removal of the block.

17 Responsibility for checking statements and transaction data

17.1 The Customer is responsible for checking statements, transaction data and the information on individual Card transactions.

17.2 The Customer is to contact the Bank promptly if (s)he considers that a transaction on his/her Account is unauthorised or in any manner incorrect.

18 Communication and payment instructions

18.1 The Customer can provide the Bank with specific instructions or obtain information about his/her Profile and/or Account through the Sumo Mobile App or by calling the Bank's Customer Support Centre. The Customer is at all times requested to follow the instructions provided in the Frequently Asked Questions when communicating with the Bank.

18.2 The Customer agrees that as long as the Bank is provided with the information specified in the Frequently Asked Questions the Bank can (without getting further confirmation from the Customer) release confidential information the Bank holds about the Customer, and about his/her Account. In such cases the Bank shall not be held responsible should an unauthorised person give the Bank the required information.

18.3 An instruction to the Bank as per above is irrevocable and cannot be cancelled or revoked.

18.4 The Customer may instruct the Bank to remit funds cashless in favour of a payee by means of credit transfer to the payee's payment service provider. The Customer may also instruct the Bank to regularly remit a fixed sum of money to the same account of the payee on a certain recurring date (standing order).

18.5 When giving the Bank a payment instruction as per clause 18.4 above, the Customer must use the following unique identifier of the payee:

Destination area	Currency	Unique identifier of payee
Cross-border within the EEA	Euro	IBAN

	Currency other than Euro	IBAN and BIC or account number and BIC
Outside the EEA	Euro or other currency	IBAN and BIC or account number and BIC

- 18.6 The Customer shall consent to the processing of a payment instruction issued to the Bank, by providing the Bank with the information (including the PIN) requested on the Sumo Mobile App. The Customer must ensure the clarity, completeness and correctness of this information. Unclear, incomplete or incorrect information may lead to delays or misrouting of credit transfers, possibly resulting in loss or damage for the Customer.
- 18.7 A payment instruction shall become valid as soon as it is received by the Bank into the Bank's designated online banking server. Before executing a payment instruction, the Bank shall indicate, at the Customer's request, the charges payable by the payer and, where applicable, a breakdown of the amounts of any charge. Only in respect to those payment transactions carried out within the EEA either in Euro or in any other currency of the EEA, the Bank shall indicate, at the Customer's request, also the maximum execution time applicable to the single payment transaction. If the payment instruction is received by the Bank on a day which is not a Business Day, the payment instruction shall be deemed to have been received on the following Business Day. If a credit transfer order 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.
- 18.8 Once a payment instruction has been received by the Bank, the Customer can no longer revoke it. Until then, the Customer may revoke the payment instruction by making a declaration to this effect to the Bank contacting the Bank's Customer Support Centre at +46 20787680.
- If the Bank and the Customer have agreed a certain date for the execution of a payment instruction, the Customer may revoke such payment instruction or the standing order up to the end of the Business Day before the agreed date. If the revocation of a standing order is received by the Bank in due time, no further payment transactions shall be executed under this standing order.
- After the points in time referred above under this clause 18.8, the relevant payment instruction may be revoked by the Customer only if the Bank and the Customer have agreed thereupon. This agreement shall become effective only in that particular case where the Bank manages to prevent execution or to recover the amount of the payment instruction.
- If the relevant payment instruction has already been processed, the Bank may need to recall the funds from the beneficiary's bank or payment service provider.

18.9 The Bank shall execute the relevant payment instruction issued by the Customer according to clause 18.6 above, after its receipt and provided that (i) the information requested for its execution is provided in the required manner as per clause 18.6 above, and (ii) a sufficient credit balance in the currency of the payment instruction is available or sufficient credit has been granted. The Bank and the other payment service providers involved in the execution of a payment instruction shall be entitled to execute the credit transfer solely on the basis of the unique identifier of the payee provided by the Customer. The Bank shall inform the Customer at least once a month about the execution of credit transfers through the Statement, available on the Mobile Bank Account.

18.10 Only in respect to those payment transactions carried out within the EEA either in Euro or in any other currency of the EEA, the amount of a payment transaction 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 order of payment (or the requested date of execution) as defined for under clause 18.7. The debit value of an amount debited from your Current Account is no earlier than the point in time at which the amount of the payment transaction is debited from your Current Account. These periods may be extended by a further business day for paper-initiated payment transactions.

18.11 The credit value date of an amount credited to your Current Account is no later than the Business Day on which the amount of the payment transaction is credited to your Current Account. The amount of the payment shall be at your disposal immediately after that amount is credited to your Current Account, but only to the extent that (i) no currency conversion is applied on your Current Account; or otherwise that (ii) a currency conversion is applied on your Current Account between Euro and another currency of the EEA or between two currencies of the EEA different than Euro.

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

18.12 Only limited to those payment transactions carried out within the EEA either in Euro or in all other currencies, the Bank shall be liable to the Customer for the correct execution of the payment instruction. The Bank shall not be liable if the Bank can provide evidence that:

- regarding outgoing payment transactions, the Bank has transferred the funds to the payee's payment service provider in accordance with the delays set forth under these Terms and Conditions;
- regarding incoming payment transactions, the Bank has duly credited your Current Account.

The Bank 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 the Bank is liable under this clause 18.12, unless the Customer provides the Bank with other specific instructions, the Bank shall:

- in case of outgoing payment transactions, refund without undue delay, to the Customer the amount of the non-executed or defective payment transaction, and, where applicable, restore your debited Current Account to the state in which it would have been had the defective payment instruction not taken place;
- in case of incoming payment transactions, immediately credit your Current Account of the amount of the transaction.

18.13 Only limited to those payment transactions carried out within the EEA either in Euro or in all other currencies, the Customer has a right vis-à-vis the Bank to the refund of a payment amount which has been debited which is based on an authorised payment transaction initiated by or through the payee if the precise amount was not stated on the authorisation, 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 the Bank will explain the factual circumstances from which (s)he derives his/her refund demand. The Customer can agree with the Bank that (s)he does not have a right to a refund if (s)he has granted his/her consent to the execution of the payment transaction directly to the Bank and, where agreed, (s)he was informed of the coming payment transaction at least four (4) weeks prior to the due date by the Bank. A claim to a refund on the part of the Customer is ruled out if he does not assert it vis-à-vis the Bank within eight (8) weeks from the time of the debit of the payment amount in question. The Bank within ten (10) Business Days after receipt of a refund demand will either refund the full amount of the payment transaction or inform the Customer of the reasons for the refusal to provide a refund.

18.14 The Bank may refuse to carry out an outgoing payment instruction or/and an incoming payment instruction. Before the Bank 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, the Bank may ask the Customer to provide more information to verify his/her identity. The Bank may, in certain instances, refuse or delay carrying out an outgoing payment instruction or/and an incoming payment instruction, including, but without limitation where:

- there are not enough funds in the Customer's Account to make a withdrawal or transfer of funds;
- the Bank is bound to comply with legal/regulatory requirements;
- the payment instruction is not clear or if the Bank has not been given sufficient details to carry out the payment instruction;
- the Bank believes that the payment instruction may have been given by the Customer or someone using any of his/her Security Details in order to obtain funds or any other service illegally or fraudulently;
- 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 his/her Account; or

- the Bank believes or suspects instances of fraud, money laundering or funding of terrorism or any other situation giving rise to compliance concerns.

18.15 In order to assess the background of the incoming payment before the Bank decides on a rejection, blocking or credit of the payment, the Bank 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. Ferratum Bank shall not be liable to the Customer for any resulting delays in the credit or rejection.

In the event of a rejection, Ferratum Bank is entitled to inform all parties involved in the transaction of the reason why the payment was not credited.

18.16 Unless the law states otherwise, the Bank will inform the Customer as soon as possible in the event of a refusal or delay in carrying out a payment instruction. The Bank 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 the Bank's refusal or delay. The Bank will contact the Customer through direct communication.

18.17 The Bank may at its discretion agree to accept instructions given by a person who is the Customer's attorney (legal authority to act for the Customer). In such cases the Bank will require specific documentation to ensure that such attorney is properly identified and to ensure he/she has been properly authorised.

18.18 The Customer may set-up on the Customer's Online Account the spending limits on payment transactions carried out through the Sumo 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 the Bank's opinion cause or may cause a breach by you of these General Terms and Conditions, the daily transaction limits may be changed by the Bank as it is deemed appropriate in the circumstances. Information about these limits may be obtained from the Bank's website, your Mobile Bank Account, or the Bank's Customer Support Centre.

18.19 The Bank shall have the right to block the use of the Sumo Mobile App if factual reasons in connection with the security of the Sumo Mobile App justify this, if there is suspicion of non-authorised or of fraudulent use of the Sumo Mobile App. In this case, the Bank will notify the Customer of the blocking of the Sumo Mobile App if possible before, but at the latest promptly after the block is established. The reasons for the block are to be stated in the notification. It is not necessary to state reasons insofar as the Bank would breach statutory obligations thereby. The Bank will unblock the Sumo Mobile App if the reasons for the block no longer apply. The Customer will be informed promptly of the removal of the block.

18.20 You must take all the reasonable precautions to keep your personalized security features for online banking transactions confidential and secure according to the relevant provisions of these General Terms and Conditions. You must read the statements carefully when they become available online or through the Sumo Mobile App. You must notify the Bank immediately upon discovery, or even a suspicion of the unauthorised use of your personalized security features or that your 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 the Bank of any unauthorised transactions should not reach the Bank later than thirteen (13) months after that such transactions are debited on your Current Account.

Subject to the provisions of this clause, the Bank will generally investigate the unauthorised transactions and if the transaction was not authorised by you the Bank will pay back to the Primary Account the amounts of the unauthorised transactions (including any interest or charges you paid as a result of the transaction, as well as any interest which the Bank would have paid you on that amount) over the amount of Euro 5. Thereafter, the Bank will only be liable if acting wilfully or with gross negligence. If acting with simple negligence, the Bank will only be liable for violating a material contractual obligation, except when the unauthorised transaction was due to abnormal and unforeseen circumstances beyond the Bank's control, the consequences of which would have been unavoidable despite all efforts to the contrary. You will however be unlimited responsible for any and all transactions carried out by using your prior to notification in terms of this clause, if you have:

- intentionally or with gross negligence failed to use your personalized security features and/or your Sumo Mobile App in accordance with the Terms (including keeping safe and confidential your personalized security features); or
- intentionally or with gross negligence failed to notify us of the loss or theft of any personalised security features; or
- acted in any other way with gross negligence or fraudulently.

Notification should be made to the Bank through the message centre available on your Mobile bank Account or by calling on +46 20787680 , which number is available on a 24-hour basis. The Bank will then take the necessary steps to stop the unauthorized use of the personalized security features.

The Bank will require information and your assistance to help it to recover the personalized security features or identify fraud.

You are therefore to co-operate with the Bank and with the police in the Bank's efforts to recover the personalized security features and to investigate any unauthorised transactions you report on your Current Account. If you are asked to report such transactions to the police, this must be done as soon as possible.

Should you retrieve the personalized security features after you have reported them lost or stolen, you must not use them.

18.21 On a day to day basis the Customer will normally be able to access his/her Profile/Accounts. However, routine maintenance, excessive demand or traffic on the systems and any other circumstances may slow, hinder or suspend online access.

18.22 The Bank cannot accept payment instructions or requests for information about the Customer's Profile/Account by post or by e-mail.

18.23 The Customer shall be adequately notified should the Bank's contact details change.

18.24 The Bank will contact the Customer through direct communication (phone, email) and/or mailing address. If the Customer's contact details change, the Customer is required to immediately update them through the Sumo Mobile App, or inform the Customer Support Centre. Such notice will only be effective as from that time that the Bank will have received it and verified the authenticity of the notice. Any notice sent by the Bank to the Customer through the Sumo Mobile App or mailing address the Customer communicated to the Bank

will be binding on the Customer. If the Customer does not inform the Bank about a change in his/her mailing address and, as a result, mail is returned to the Bank, the Bank may restrict access to the mobile bank Account until the Bank receives satisfactory proof of the Customer's new mailing address.

19 Transfer of funds between the Customer's own accounts held at the Bank

19.1 Transfer of funds between the Customer's own Accounts

Payment instructions will be processed in real time and interest at the rate applicable to the relative Account (whether debit or credit) will be calculated as from the same day.

Future dated payment instructions will be processed on the day stipulated by the Customer and interest at the rate applicable to the relative Account (whether debit or credit) will be calculated as from the same day. In addition to the interest rate, the foreign exchange rate applicable on that day will apply. The applicable rates of exchange shall be calculated by adding a 1% margin to the daily average of the reference exchange rate elaborated by Thomson Reuters on the same day and made available to the Bank on the Thomson Reuters website. The applicable exchange rates shall be made available to the Customer on the Website under www.ferratumbank.com or accessible through the Ferratum Mobile App only for indicative purposes, as these rates change constantly throughout the day. Customer should be also aware that in some circumstances exchange rates can change drastically over a few minutes.

20 Transfer of funds to third parties

20.1 Payment in any currency of the EEA to a third party account with the Bank or to any account held with a bank in the EEA

20.1.1 Destination account held with the Bank:

Unless otherwise agreed:

- a) payment instructions will be processed real time and interest at the rate applicable to the relative Account (whether debit or credit) will be calculated as from the same day;
- b) future dated payment instructions will be processed on the day stipulated by the Customer and interest at the rate applicable to the relative Account (whether debit or credit) will be calculated as from the same day.

In addition to the interest rate, the foreign exchange rate applicable on that day will apply.

20.1.2 Destination account held with another EEA bank:

Unless otherwise agreed:

- a) Payment instructions received before Cut-off Time will be debited to the Customer's Account real time and interest at the rate applicable to the relative Account (debit) will be calculated as from the same day. The payment instructions will be transmitted on the same day. In addition to the interest rate, the foreign exchange rate applicable on that day will apply.

b) Payment instructions received after Cut-off Time or on a day which is not a Business Day will be debited to the Customer's Account real time and interest at the rate applicable to the relative Account (debit) will be calculated as from the same day. The payment instructions will be transmitted to the receiving bank on the next Business Day.

c) Future dated payment instructions will be debited to the Customer's Account on the day stipulated by the Customer and interest at the rate applicable to the relative Account (debit) will be calculated as from the same day; Provided that if such day is not a Business Day, whilst the said payment instructions will be debited to the Customer's Account and interest at the rate applicable to the relative Account (debit) will be calculated as from the day stipulated by the Customer, the payment instructions will also be transmitted to the receiving bank on the next Business Day. In addition to the interest rate, the foreign exchange rate applicable on that day will apply.

The Customer can ask the Bank for details of the period the payment will take to arrive. The Bank will not be able to guarantee exactly when the payment will be received by the receiving bank. This will depend on the banking practice of that country, as well as the receiving bank's processes.

The Bank cannot guarantee same day value payments for outgoing transfers to third party accounts. Although the Bank endeavours to effect same day value payment, this may vary depending on the currency in question.

In all cases, the Bank's responsibility for the payment transaction ends when the payment instruction is transmitted to the receiving bank.

20.1.3 Conditions applicable to destination accounts held with the Bank and destination accounts held with other EEA banks

It shall be the Customer's responsibility to verify whether the payment transaction 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 the Bank, we will credit the returned funds, less the Bank's charges, if applicable, to the account which had been debited.

20.2 Payments in any currency of the EEA to an account held with a bank outside the EEA

20.2.1 Payment instructions received before the Cut-Off Time will be debited to the Customer's Account real time and interest at the rate applicable to the relative Account (debit) will be calculated as from the same day. The payment instructions will be transmitted to the receiving bank on the same Business Day.

20.2.2 Payment instructions received after the Cut-Off Time or on a day which is not a Business Day will be debited to the Customer's Account real time and interest at the rate applicable to the relative Account (debit) will be calculated as from the same day. The payment instructions will be transmitted to the receiving bank on the next Business Day.

In addition to the interest rate, the foreign exchange rate applicable on that day will apply. The Bank's responsibility for the payment transaction 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 the Bank received the Customer's payment instruction. For payments in other EEA currencies, the payment will reach the other bank no later than four (4) Business Days after the Bank received the Customer's payment instruction.

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

In addition, it shall be the Customer's responsibility to verify whether the payment transaction 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 Ferratum Bank, the Bank will credit the returned funds, less the Bank's charges, if applicable, to the account which had been debited.

20.3 SEPA Payments

The Bank will participate to the SEPA payments scheme indirectly through its EUR correspondent, Deutsche Bank AG, Frankfurt am Main, Germany.

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.

The Bank will execute, through its informatics systems, the SEPA credit transfers only by sending / receiving XML files related to outgoing / incoming transactions, rejected transactions and returned transactions, having as its basis the provisions stipulated in the Directive on Payments Service (Directive 2007/64/EC) and the ISO 20022 standard.

21 Changes to these terms and conditions

21.1 The Bank reserves the right to amend these terms in full or in part at any time for any reason at the Bank's sole discretion (including any fees and charges). For example, typically (but not exclusively), the Bank may make changes for security, legal, regulatory or market reasons or changes in internationally accepted banking practice. The Bank will endeavour to update the Customer with any amendments to these terms and to inform the Customer in advance. The said updates will, in the absence of exceptional circumstances, be provided by the Bank at least two months before date of entry into force of such amendments, unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving the Customer two months' notice. In those circumstances, we will give the Customer as much prior notice as possible.

Unless the Customer terminate his/her relationship with the Bank prior to the coming into force of the amendments to these terms, the Customer is deemed to have accepted such amended terms which shall become binding upon (s)he.

21.2 The Bank will notify the Customer of a change in any of these terms by posting it in the "Latest Updates" section on the Sumo Website and through direct communication.

22 Interest and changes to interest rates on the Customer's Accounts

22.1 The interest rate on the Savings Account is variable. The Bank will work out the interest due to the Customer each day on the total balance in his/her Savings Account at the end of the day.

The Bank will then add the interest to the Customer's Savings Account on the last Business Day of the year.

22.2 The Bank will pay gross interest (interest without tax being deducted) on the Savings and Term Deposit Accounts. If the Customer's tax residency circumstances change, please inform the Bank immediately by calling the Customer Support Centre or through Sumo Mobile App.

22.3 The Customer can view the applicable interest rate daily from the Sumo Mobile App.

22.4 Changes in the interest rates or exchange rates may be applied immediately and without prior notice provided that the changes are based on changes of the reference interest or exchange rates. The Bank shall inform the Customer of any change in the interest rate at the earliest convenience.

23 Closing the Accounts

23.1 The Customer may request to have his/her Accounts closed at any time, subject to a twenty-seven (27) day notice period, by contacting the Bank's Customer Support Centre or by sending the Bank a message through Sumo Mobile App. In case the Bank decides to, with immediate effect, amend the interest rate for the Customer's Account or any other fee payable by the Customer hereunder the Customer will however be entitled terminate his/her relationship with the Bank with immediate effect and thereby has his/her Accounts closed. In satisfying the Customer's closure request the Bank will transfer any balance and interest (after deducting any outstanding fees, charges and/or interests due until the closure) to an account of the Customer's choice. For transfers directed to a SEPA account, the Bank 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, the Bank shall deduct from the balance and interests due in favour of the Customer the additional fee as applicable and sustained by the Bank for processing the relevant transfer. Additional fees might be applied by the receiving bank.

23.2 Unless and until the Customer exercises his/her right to close all his/her Accounts under 23.1, the Customer shall be subject to these terms and conditions.

23.3 The Bank reserves to the right to close any/all of the Customer's Accounts by giving him/her at least sixty days' (60) notice in writing (sent through the communication centre or by post).

23.4 The Bank reserves the right to close the Customer's Accounts immediately should certain circumstances be deemed by the Bank to have become exceptional. Examples of these circumstances would be if:

- the Bank reasonably believes that the Customer is no longer eligible to hold the Accounts;
- the Bank reasonably believes the Customer's conduct, relating to any one or more of the Accounts, is untenable;

- the Customer has not met the Bank's conditions relating to verification of his/her identity;
- the Bank reasonably suspects that the Customer or someone else are using the account illegally or fraudulently;
- the Customer has at any point in time provided the Bank with false information;
- the Customer has refused or ignored to provide specific information requested, or failed to complete and send to the Bank specific confirmations or declarations; or
- the Customer is in breach of any of these terms and conditions or of any other of the Bank's terms and conditions that apply to his/her business relationship or transactions with the Bank; or
- the Bank is expressly requested by relevant competent authorities to close the Customer's Accounts or a category odd accounts including his/her accounts.

23.5 Closure of the Customer's Accounts, will not affect any legal rights or obligations which may already have arisen, or which may arise pending the duration of the Bank's relationship.

23.6 Upon the closure of any of your Accounts due to reasons specified under clauses 23.3 and 23.4 above, the Bank will transfer any balance and interest (after deducting any outstanding fees, charges and/or interests due until the closure) to an account of your choice. For transfers directed to a SEPA account, the Bank 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, the Bank shall deduct from the balance and interests due in favour of the Customer the additional fee as applicable and sustained by the Bank for processing the relevant transfer. Additional fees might be applied by the receiving bank.

23.7 The Customer may not terminate his/her Term Deposit before maturity. However, if the Customer wants to terminate his/her business relationship with the Bank and close all of his/her accounts, the Bank will not charge any breakage fee, but the Customer will not get any interest.

24 Death of Customer

24.1 In the event of death, the Bank shall take instructions from the person who is legally vested with the rights and obligations appertaining to the Account or assets which the Bank holds in the Customer's name. Such person may be the heir, legatee, administrator, executor or otherwise.

24.2 In the event of death, all payments made from the Customer's Account will be valid and binding on the Customer and his/her estate if they were made before the Bank received adequate and sufficient written notice of the Customer's death.

25 Dormant Accounts

25.1 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 may be required next time the Customer withdraws from or deposit into the Account to ensure the authenticity of the request.

26 General

26.1 In the event that the Bank decides not to enforce any of the Bank's obligations under these terms and conditions against the Customer, this shall not be deemed to act as a waiver of any of the Bank's rights.

26.2 Other costs may apply to the Customer's Account.

26.3 The Bank reserves the right to request additional information, at any point in time, should this be deemed necessary.

26.4 Unless it is specified within these terms and conditions, no other person has any rights under these terms and conditions other than the Customer and Ferratum Bank.

26.5 If anything which is outside the Bank's control (such as technical failures, power cuts or industrial action) prevents it from providing the Customer with any of the account services referred to in these conditions, the Bank will do its best to solve the problem as quickly as it can. The Customer agrees that the Bank is not liable, either directly or indirectly, for any interruption of service until the service is restored.

26.6 To be able to utilise the Bank's services the Customer needs to have a smart phone running on either iOS or Android according to the minimum requirements specified under item "Sumo Mobile App" available under the FAQs on <https://www.ferratumbank.com/sumo-faq/eng/faq.pdf>. You will take care of the renting or acquisition of the electronic and transmission means, of the perfect maintenance of these means, of your right to use them without any restriction, as of the conclusion of any agreement with any service provider providing access to the services of remote transmission (such as the internet access provider). The Bank is not liable as for the choice of the equipment, the internet access provider, and/or other service providers you have chosen.

26.7 Interpretation

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

any reference to the singular shall include the plural and vice versa, the use of the masculine pronoun shall include the feminine, the use of the neutral pronoun shall include the masculine or the feminine as the case may be and any reference to any Statute, Law or Regulation having the force of Law or any section thereof includes reference to any

modification thereto or re-enactment of such Statute, Law or Regulation having the force of Law for the time being in force;

- a person shall include any physical person, firm, company corporation or any other body or association of persons, whether such body or association is corporate or unincorporated, or any two or more of the foregoing;
- the headings are used and inserted for convenience only and shall be ignored in the interpretation of these terms and conditions;
- the nullity, invalidity, absence of binding force or un-enforceability of any of the stipulations of these terms and conditions does not entail the nullity, invalidity, absence of binding force or unenforceability of the other stipulations, which shall retain their full effect.

26.8 Use of location data

- Certain services use information about the Customer's physical location sent from his/her mobile device, such as GPS signals. If the Customer uses these services, the Customer consents to us, our partners and licensees, and Google accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using his/her location data to enable the Bank and Google to provide the relevant functionality in accordance with the terms and conditions, and Privacy Policy, of Sumo Mobile App and those of Google. The Customer will be asked to consent to the use of location services when (s)he downloads the Sumo Mobile App or, for iOS devices, the first time the Customer uses the Ferratum ATM finder tool. The Customer may withdraw this consent at any time by turning off the location services settings on his/her mobile device.
- Access to Google Maps/Google Earth APIs through the Mobile Banking App is subject to the Separate Google terms and conditions available at http://maps.google.com/help/terms_maps.html and http://www.google.com/enterprise/earthmaps/legal/universal_aup.html

26.9 Force Majeure

26.9.1 A Party's obligations in terms of these General Terms and Conditions shall be suspended for such period during which the Party 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,
- (d) does everything in its/his/her power to comply with the obligations in terms of the Credit Agreement notwithstanding the existence of Force Majeure; and
- (c) fulfils its obligations once the Force Majeure event has ceased to exist, within the time specified by the other Party.

26.9.2 For the avoidance of doubt, Force Majeure shall only suspend the Party's obligation in so far as it is impossible for it to perform the same and shall in no case excuse such the Party from the obligation to perform other obligations in terms of the applicable Terms and Conditions. Force Majeure is understood to mean an event that is unpredictable and beyond the Party's

control, e.g. strike, legislative restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar circumstances causing impossibility in fulfilling the obligations arising from the applicable Terms and Conditions.

26.10 Access to Terms and Conditions

These General Terms and Conditions are available at any time from the Sumo website and will also be sent to the Customer via e-mail upon completion of the account opening process.

26.11 Personal data processing

26.11.1 The Customer acknowledges that the Bank shall process his/her Personal Data for the purposes set out in these General Terms and Conditions, in the Privacy Policy of Sumo and any other applicable specific term and conditions in accordance with the Regulation (EU) 2016/679 (the "GDPR"), the Data Protection Act (Cap 440 of the Laws of Malta) and in terms of complying with legal obligations to which the Bank is subject. The Privacy Policy of Sumo is downloadable under <https://www.sumomoney.se>.

26.12 Complaints

26.12.1 Any complaints the Customer may have are to be sent via mail or email and addressed to:

The Complaints Office

Ferratum Bank p.l.c., ST Business Centre, 120 The Strand, GZR 1027 Gzira, Malta.

26.12.2 The Bank will try to resolve the complaint on the phone or as soon as is reasonably possible.

In the case we notice that the matter will require more attention to be resolved, we will take the Customer's details and arrange for his/her complaint to be fully investigated and addressed as soon as possible.

26.12.3 When the Bank receives the complaint the Customer will receive an acknowledgement within five Business Days.

26.12.4 If the Customer is not satisfied, (s)he may direct the complaint to the Consumer Complaints Manager at the Malta Financial Services Authority by writing to:

The Consumer Complaints Manager

Malta Financial Services Authority, Notabile Road, Attard BKR 3000, Malta or via e-mail consumerinfo@mfsa.com.mt.

Or else, the Customer may refer the matter in writing to the Office of the Arbiter for Financial Services, as per the contact details provided below:

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
Freephone (local calls): 8007 2366 and Telephone: 2124 9245.

26.12.5 As alternative to the above remedy, you can also directly liaise with the Allmänna Reklamationsnämnden provided that the dispute fulfils the requirement thereof (for example requirements pertaining to time and value). Allmänna reklamationsnämndens contact details is: Allmänna reklamationsnämnden, Kungsholmstorg 5, Box 174, 101 23 Stockholm; Tel: +46 8 508 860 00; e-mail: arn@arn.se; website: www.arn.se.

26.13 Right of Withdrawal

26.13.1 The Customer has a right to withdraw from these terms and conditions within 14 days of the date of acceptance thereof (or receipt of these terms and conditions, if the Customer has chosen to receive these by email or mail, whichever occurs later).

26.13.2 The Customer shall notify the Bank if (s)he wishes to exercise the right of withdrawal. It is not a requirement but recommended that the right of withdrawal is exercised through the Customer Support Centre. The Customer can also use the form provided by the Swedish Consumer Agency to exercise its right of withdrawal. The form is available at: http://www.konsumentverket.se/contentassets/c78f43844da74c7786821d8d12a98b5a/angerblankett_konsumentverket_150817.pdf.

26.13.3 If at the time of withdrawal, the Bank has issued in the Customer's favour any Card or Cards, these are to be returned immediately and by not later than 30 calendar days from the date of withdrawal. Cards are to be returned to the Bank by courier or registered mail to the attention of the Head of Operations at the Bank's address shown in clause 26.14.

26.13.4 Any fees, charges or other sums due to the Bank, as well as an undertaking to return to the Bank any Card or Cards issued by the Bank, or any other sums due to the Customer by the Bank shall be settled without undue delay after withdrawal, but not later than 30 calendar days following the dispatch of the withdrawal notice. This clause shall survive the termination of the terms and conditions.

26.14 About Ferratum Bank p.l.c.

Ferratum 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, GZR 1027 Gzira, Malta. Ferratum Bank p.l.c. is licensed as a credit institution by the Malta Financial Services Authority, Notabile Road, BKR 3000, Attard, Malta (<http://www.mfsa.com.mt/>).

Details on how the Bank is regulated by the Malta Financial Services Authority are available upon request.

26.15 Governing Law and Jurisdiction

26.15.1 The business relationship between the Customer and Ferratum Bank p.l.c. shall be governed by Maltese law, but any mandatory protection granted under Swedish consumer protection law shall apply.

26.15.2 In case of a dispute related to this agreement, the customer may only bring proceedings against the Bank in the courts of the Member State of the European Economic Area where the customer is domiciled or in Malta where the Bank is domiciled. The Bank may only bring proceedings against the customer in the Member State of the European Economic Area where the Customer is domiciled. Both Parties may bring a counter-claim in the forum where the original claim is pending. In case of a dispute between the Bank and the Customer, the Customer may also always file a claim to Allmänna reklamationsnämnden provided that the dispute fulfils the requirement thereof (for example requirements pertaining to time and value). Allmänna reklamationsnämndens contact details is:

Allmänna reklamationsnämnden

Depositor information sheet

Deposits with Ferratum Bank plc are protected by:	The Depositor Compensation Scheme (1), established under regulation 4 of the Depositor Compensation Scheme Regulations, 2015
Limit of protection:	EUR 100,000 per depositor per credit institution (2)
If you have several deposits with the same credit institution:	All your deposits with the same credit institution are “aggregated” and the total amount is subject to the upper limit of EUR 100,000 (2)
Reimbursement period in case of failure of a credit institution:	20 working days (4)
Currency of the refund:	EUR
Contact information:	Compensation Schemes c/o Malta Financial Services Authority, Notabile Road, Attard BKR 3000, Malta; Tel (+356) 21441155 Email: unfo@compensationschemes.org.mt
Website	www.compensationschemes.org.mt

(1) Scheme responsible for the protection of your deposit

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

(2) General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Depositor Compensation Scheme, in accordance with the regulations. This repayment covers a maximum of €100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000. In addition to the protection described above, deposits may be protected in some cases up to a maximum of €500,000 for six months after the amount has been credited or from the moment when such deposits become legally transferable. In order to qualify for such higher protection, a deposit in excess of €100,000 must meet any one of the following additional criteria: (A) 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

(B) 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.

(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,

Triq Notabile,

¶Attard BKR 3000, Malta;

Tel: (+)356 2144 1155;

E-mail: 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.

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.

Terms and Conditions for the Term Deposit Accounts of Sumo

Banking services via the Sumo mobile app are provided by Ferratum Bank p.l.c. and available exclusively through Thomas Cook Money Ltd.

1 General terms

1.1 These terms and conditions govern the business relationship between the Customer and the Ferratum Bank p.l.c. with its registered address at ST Business Centre, 120 The Strand, Gzira, GZR 1027, Malta, as well as detail the Bank's obligations towards the Customer and the Customers obligations towards the Bank with regards to the Term Deposit Account.

1.2 The relationship between the Customer and Ferratum Bank p.l.c. shall be governed and is conditioned by:

- the information and declarations made by the Customer using the Sumo Mobile App during the customer on-boarding process, as well as other declarations and confirmations made in the course of the business relationship;
- these specific terms and conditions;
- the General Terms and Conditions of Sumo;
- the General Provisions of Sumo and the other documents listed and incorporated therein;
- any mandates that the Customer may give Ferratum Bank p.l.c. from time to time;
- any further conditions as may be set out periodically or other documentation Ferratum Bank p.l.c. (hereinafter: **Ferratum Bank** or **Bank**) may periodically send to the Customer.

1.3 With the exception of clauses 3, 4 and 20 of the General Terms and Conditions, the provisions of Sumo's General Terms and Conditions apply in their entirety to Term Deposit Accounts. Definitions used herein shall have the same meaning as given to them in the General Provisions of Sumo if not expressly stated otherwise.

1.4 The Bank does not warrant that older versions of this document will be archived and kept available to the Customer after the expiry of the contract period. As such, the Bank

Version 2.2, effective from 31.10.2018

To customers onboarded before 31.10.2018 this version shall apply from 31.12.2018

recommends that each Customer print and save each version of this document for future reference.

2 The Term Deposit

- 2.1 The Term Deposit is an online fixed-rate and fixed-term deposit Account.
- 2.2 In order to be able to open a Term Deposit the Customer must first have a Current Account.
- 2.3 Any sums deposited in the Term Deposit Account have to be sourced from a determinate Current Account. On maturity, the principal amount will be transferred back into the same Current Account from where the funds originated. Interest earned can be transferred to the originating Current Account or to a Current or Savings Account of the Customer's choice.
- 2.4 Once the Customer has opened a Term Deposit, the Customer may not retrieve the principal amount or any interest earned prior to the lapse of the pre-determined maturity date of the term deposit.
- 2.5 The Customer may have multiple Term Deposit Accounts open at any time.
- 2.6 The Bank retains the right to limit the amount of funds the Customer can hold in the Term Deposit Account.
- 2.7 The Term Deposit Account can be denominated in a number of currencies, as periodically announced by the Bank.
- 2.8 The Term Deposit Accounts will yield interest at a rate that will be determined by the Bank from time to time. The applicable rates can be obtained from Sumo's Website or from the Bank's Customer Support Centre.
- 2.9 The date of commencement of a Term Deposit opened on a non-business day will be set to the next immediate business day.
- 2.10 The maturity date of a Fixed Term Deposit falling on a non-business day will be set to the next immediate business day.

3 Interest and changes to interest rates on the Customer's Term Deposits

- 3.1 The interest rate on the Fixed Term Deposit is fixed for the term which the Customer has placed her/his deposit for.
- 3.2 The Bank will continuously review the rates offered on its Term Deposits and reserves the right to change these rates at its discretion. If the Bank decide to change the rates, this change will not affect any of your existing Term Deposits which have not yet matured. The Bank will notify the Customer of any change in interest rate.

4 Payments out of the Customer's Fixed Term Deposit

- 4.1 No payments can be made out of the Customer's Fixed Term Deposit.
- 4.2 On maturity the principal amount and the interest earned of the Customer's Fixed Term Deposit Account will be transferred back into the same Current Account from where the funds originated.

5 Termination of a Term Deposit prior to Maturity

- 5.1 The Customer may not terminate the Term Deposit before maturity excluding if the Customer decided to terminate his/her business relationship with the Bank.
- 5.2 Furthermore, whilst having an active Term Deposit, the Customer may not request to close the first Current Account that was opened with the Bank at the Customer's request excluding if the Customer decided to terminate his/her business relationship with the Bank.
- 5.3 The Bank will consider closure of a Term Deposit Account prior to maturity under exceptional circumstances. The Bank reserves the right to consider these circumstances on a case-by-case basis. Exceptional circumstances may, among others, arise in the event of sickness or sudden adverse change in personal circumstances.
- 5.4 In the event of closure of a Term Deposit under clause 5.3, the Bank will transfer the principal amount to the originating Current Account which the Customer had selected upon opening of the term deposit. In such exceptional circumstances, the Bank reserves the right to impose an account breakage fee.

Terms and Conditions for Overdraft Facility of Sumo

Banking services via the Sumo mobile app are provided by Ferratum Bank p.l.c. and available exclusively through Thomas Cook Money Ltd.

1 General terms

- 1.1 These terms and conditions govern the business relationship between Customer and Ferratum Bank p.l.c. with its registered address at ST Business Centre, 120 The Strand, Gzira, GZR 1027, Malta, including the Bank's obligations towards the Customer and her/his obligations towards the Bank with regards to the Overdraft Facility.
- 1.2 The relationship between the Customer and Ferratum Bank p.l.c. shall be governed and is conditioned by:
 - the information and declarations made by the Customer using Sumo Mobile App during the Customer on-boarding process, as well as other declarations and confirmations made during the business relationship;
 - the terms and conditions of the Ferratum Bank p.l.c. documentation of the credit agreement, that the Customer accepted using the Sumo Mobile App during the on-boarding process to the Overdraft Facility;
 - these specific terms and conditions;
 - the Ferratum Bank's General Terms and Conditions that the Customer accepted using the Sumo Mobile App during the on-boarding process to open her/his Current Account.;
 - any mandates that Customer may give Ferratum Bank p.l.c. from time to time;
 - any further conditions as may be set out periodically or other documentation Ferratum Bank p.l.c. may periodically send to the Customer.

- 1.3 Except for the clauses in the Ferratum Bank's General Terms and Conditions describing different bank products, the provisions of Ferratum Bank's General Terms and Conditions apply in their entirety to Overdraft Facility.
- 1.4 The Bank does not warrant that older versions of this agreement will be archived and kept available to the Customer after the expiry of the contract period. As such, the Bank recommends that each Customer print and save each version of these agreement for future reference.

2 Definitions

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

- 2.1 Annual Percentage Rate of Charge or APR** means the total cost of the credit to the Customer, expressed as an annual percentage of the total amount of credit.
- 2.2 Balance** means the final balance of the Overdraft Limit in the Current Account at the end of a respective calendar day.
- 2.3 The Bank:** means 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:** means the Bank's support service centre that can be reached through the telephone number on the Sumo Website or the Sumo Mobile App, by e-mail at customersupport@sumomoney.se and by post at Ferratum Bank p.l.c., ST Business Centre, 120 The Strand, Gzira, GZR 1027, Malta.
- 2.5 Collection Activities:** means the debt collection activity carried out by the Bank or duly licenced third parties involving litigious and/ or non-litigious measures aimed at collecting the amounts due by Customers and/ or previous Customers of the Bank to the Bank.
- 2.6 Current Account Balance:** means the amount available in an account for withdrawal or use. Computed by summing up all cleared or credited deposits, and deducting all withdrawals, debits, and service charges.
- 2.7 Daily Interest:** means the Interest applicable per day on the Overdraft amount used by the Customer, which is calculated on the basis of the assumption that a year comprises 360 days.
- 2.8 Current Account:** means the bank account of the Customer specified in the General Terms and Conditions to which the Overdraft Facility granted by this Agreement shall be linked.
- 2.9 General Terms and Conditions:** means the terms and conditions accepted by the Customer using the Sumo Mobile App during the on-boarding process to open the Current Account. The General Terms and Conditions, together with this Overdraft Agreement, govern the relationship between the Bank and the Customer.
- 2.10 Interest:** means an interest payable by the Customer to the Bank for the use of the Overdraft Amount.
- 2.11 Interest Rate:** means the Interest expressed as a percentage.

- 2.12 Online Application:** means the online form the Customer needs to complete in order to get his/her Overdraft Facility on her/his account. This can be completed through Sumo Mobile App.
- 2.13 Online Account:** the secure area within the Sumo Mobile App, which gives the Customer access to her/his Profile and the different services offered on the Sumo Mobile App.
- 2.14 Overdraft Agreement:** means these Terms and Conditions for Overdraft Facility.
- 2.15 Overdraft Amount:** means the debit balance at the end of a calendar day allowed under the Overdraft Agreement.
- 2.16 Overdraft Facility:** means the agreement made with the Bank that permits the Customer to use or withdraw more than (s)he has in her/his account, without exceeding a specified Overdraft Limit.
- 2.17 Overdraft Limit:** means the maximum debit balance on the Current Account allowed to the Customer by the Bank under the Overdraft Agreement.
- 2.18 Table of fees:** means the fees of the services listed on the Sumo website and the Sumo Mobile App. The Table of fees is amended pursuant to the procedure set out in the General Terms and Conditions of the Bank.
- 2.19 Sumo:** is a mobile application brought to the Customers by Thomas Cook Money Ltd. and powered by Ferratum Bank p.l.c.
- 2.20 Sumo website:** www.sumomoney.se
- 2.21 Total Credit Cost:** means the Overdraft Limit (to the extent utilized), the Interest payable and every other fee. The Total Credit Cost does not include any fees arising from a breach of the obligations set out in the Overdraft Agreement, which the Customer must pay to the Bank. The Total Credit Cost is available to Customers in the Table of fees.

3 The Overdraft Facility

- 3.1 The Overdraft Facility is a credit agreement between the Customer and the Bank and it authorises the Customer to overdraw from her/his Current Account at the Bank by means of payment orders (in particular, card transactions, transfers to other accounts or internal transfers) within the permitted Overdraft Limit.
- 3.2 Customer can apply for the Overdraft Facility if (s)he is 18 years or older. Setting up the Overdraft Facility is free, and Customer will only pay the overdraft interest during those months when (s)he uses an overdraft as stated at clause 3.5. To open an Overdraft Facility, Customer must complete the Application within the Sumo Mobile App, as well as read and accept these terms and conditions.
- 3.3 In order to be able to apply for the Overdraft Facility, the Customer must hold a Current Account by the Bank.
Once the application to open an Overdraft Facility has been approved by the Bank, the Overdraft Facility will be assigned on his/her existing Current Account, denominated in EUR or SEK. The currency of the Overdraft will be the same as the currency of Customer's Current Account on which the Overdraft Facility is activated.
- 3.4 The maximum amount "Overdraft Limit" that can be withdrawn through Customer's Overdraft Facility is described in the Table of fees. The Bank reserves the right to

determine this amount at any given time. Information on such amounts/limits can be obtained from the Bank's Customer Support Centre.

3.5 After using the Overdraft Limit, the Customer shall pay the applied interest on the last day of the next calendar month in which the Current Account has been overdrawn. Together with the interests, the Customer shall also pay back a fix quote of the used overdraft amount, as specified in the Price Table. If the Customer does not pay the accrued interests and the fixed quote of the used overdraft amount on the last day of the next calendar month, the Bank shall have the right to automatically deduct the due interests from Customer's current account at the first occasion of available funds on Customer's current account. If the available balance on the others Customer current accounts in other currencies does not cover fully the repayment of the of due interests but only partially, the rest of interests will continue to accrue on the balance outstanding until full repayment.

3.6 The Customer can only have one Overdraft Facility at a time.

3.7 The Overdraft Facility is subject to application and approval by the Bank.

The Bank retains the right to refuse any application for an Overdraft. All overdrafts are subject to the Bank's concrete assessment of Customer's financial situation and are repayable in full, on demand.

3.8 The Bank can carry out a review of the Customer's Overdraft conditions at any time.

The Bank will endeavour to update the Customer with any amendments to these terms and to inform the Customer in advance. Any updates or amendments to these terms which negatively affect the Customer's rights will be provided by the Bank at least two months before date of entry into force of such amendments, unless the changes are required due to a change in relevant legislation or regulations and the Bank is prevented from giving the Customer two months' notice. In those circumstances, the Bank will give the Customer as much prior notice as possible.

Unless the Customer terminates her/his relationship with the Bank prior to the coming into force of the amendments to these terms, the Customer is deemed to have accepted such amended terms which shall become binding upon her/him.

3.9 In case the Customer has submitted to the Bank false information of a significant nature or if the Customer fails to comply with the conditions set by the Bank for Overdraft Facility Customers that serve as the basis for issuing of the Overdraft Limit, the Bank shall be entitled to prevent withdrawals with the Overdraft Facility and refuse the granting of the use of Overdraft Limit under the Overdraft Agreement.

3.10 By submitting a request to obtain an Overdraft Facility the Customer acknowledges, confirms and warrants that (s)he 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.

4 Interest and changes to interest rates on your Overdraft Facility

4.1 Interest on the Overdraft Facility shall be paid by the Customer for the amount utilised upon overdrawing her/his Current Account but only for the length and the amount of the actual usage of the Overdraft Facility.

Interest on the Customer's Overdraft shall be calculated on a daily basis.

Interest accrued on daily basis shall be deducted from the Customer's Current Account on the last day of the next calendar month, accordingly to clause 3.5.

4.2 Information on the applicable interest rate can be obtained from the Table of fees or from the Bank's Customer Support Centre. The Bank will notify the Customer of any change in interest rate before the change enters in force. The notification will also contain information on how the Customer's payments for the credit will be affected due to the change in the interest rate.

The Customer shall be informed of any change in the interest rate, by email or another durable medium, before the change enters in force. Changes in the terms may be implemented no earlier than six weeks after the Bank sent notification of the change in writing to the Customer. The interest rate can be increased only if the change is motivated by public credit policy decisions, increased borrowing costs for the Bank or other increased costs which the Bank could not possibly have foreseen. In addition, interest may change if a reference interest rate that the Bank cannot influence is changed. A shorter time-limit may be set where the interest rate is changed because of a material change in the money market rate, bond rate or general level of interest rates for deposits with and borrowing by institutions.

The Customer has the right to prepay any amount owed according to the Swedish Consumer Credit Act and he can terminate the Overdraft Facility according to clause 6.5.

4.3 The Customer can find more details about all overdraft fees in the Table of fees on the Sumo Website www.sumomoney.se, or by contacting the Bank's Customer Support Centre.

5 Payments out of the Current Account after applying for the Overdraft Facility

5.1 Payments into or out of Customer's Current Account can be carried out in the same manner as described in the General Terms and Conditions of Customer's Current Account.

5.2 The Customer hereby authorizes and the Bank shall have the right to automatically deduct any amount due for Customer's utilization of the Overdraft Facility from the Customer's Current Account, if there are available funds.

5.3 If Customer has a negative balance in all accounts and it is impossible to proceed with the repayment to the Bank of fees and interests, the Bank shall have the right to start Collection Activities for the parts of the Total Credit Cost that is due and payable.

6 Term and Termination of the Overdraft Facility

6.1 The term of the Overdraft Facility is not limited and is granted until further notice. With the termination of the Current Account agreement, the Overdraft Facility shall also end accordingly.

6.2 The Bank may terminate the Overdraft Facility at any time by giving Customer at least two months' notice in writing.

6.3 If the Customer has not utilised the Overdraft Facility in whole or in part, the Bank may terminate the Overdraft Facility with immediate effect provided that there is an objectively justified reason which shall include, but shall not be limited to:

- i) suspicion by the Bank that Customer is involved in an unauthorised or fraudulent use of the facility; or
- ii) changes in the Customer's financial situation which entails that the Customer is no longer considered to be able to repay the Overdraft Facility.

In such cases, the Bank shall inform the Customer of the termination and the reasons leading to such termination before the date of termination or, if where special cause exists, the notice may instead be given immediately thereafter.

6.4 Any notice of termination by the Bank shall be provided in a document or other readable and durable form which is accessible to the Customer. The Bank shall however not be obliged to inform Customer of the termination and/or the reason(s) for such termination if providing this information would be contrary to public policy or public security or would be otherwise unlawful.

6.5 The Customer may terminate her/his Overdraft Facility by informing the Bank. It is recommended that the Customer terminates the Overdraft Facility in writing. Customer may send a termination request through the Sumo Mobile App or Customer Support Centre. Customer can always contact the Bank's Customer Support Centre in case of any doubt and make a request of termination.

6.6 The Bank retains the right to require early payment of amounts due under the Overdraft Facility if:

- (a) the Customer is more than one month late with payment of an amount which exceeds 10 per cent of the credit claim (including interest);
- (b) the Customer is more than one month late with payment of an amount which exceeds five per cent of the credit claim and the delay pertains to two or more payment instalments which fell due at different times;
- (c) the Customer is otherwise materially in delay with payment;
- (d) the value of security provided for the credit has decreased significantly; or
- (e) it is clear that the Customer, by absconding, concealing property, or acting in another manner, is avoiding paying her/his debt.

- 6.7 Where the Bank wishes to obtain early payment pursuant to section 6.6 (a)-(c), the Bank shall provide the Customer a termination notice at least four weeks before the date on which the Bank requests early payment. The notice period shall be calculated from the date on which the Bank has sent a notice of termination by registered post to the Customer at her/his ordinary address, or the date on which the Customer received notice of termination without such a measure being taken.
- 6.8 If the Bank has demanded early payment pursuant to clause 6.6 (a)-(c), the Customer is not obligated to repay the credit in the advance if (s)he, prior to the expiry of the notice period in clause 6.7, pay any amount due under the Overdraft Facility (including any default interest, if applicable). The same shall apply where the Customer, upon termination pursuant to section 6.5 (d)-(e), immediately after notice of termination or within the stated notice period under clause 6.7, provide acceptable security for the claim. This clause 6.8 shall not apply if the Customer has previously been discharged from the obligation repay the credit in advance.
- 6.9 In each case of termination:
- (a) upon termination, we may require the immediate repayment of all amounts owed pursuant to clause 6.6-6.8 above;
 - (b) interest will continue to accrue on the balance outstanding until full repayment.

7 Right of Withdrawal

- 7.1 Customer has a right to withdraw from this Overdraft Agreement within 14 days of the date of acceptance thereof or receipt of the complete documentation of the Overdraft Agreement, if Customer has not received the complete documentation of the Overdraft Agreement on the date of conclusion of the Overdraft Agreement.
- 7.2 The Customer shall notify the Bank if (s)he wishes to exercise the right of withdrawal. It is not a requirement but recommended that the right of withdrawal is exercised through Customer's Online Account. The Customer can also use the form provided by the Swedish Consumer Agency to exercise its right of withdrawal. The form is available at: http://www.konsumentverket.se/contentassets/c78f43844da74c7786821d8d12a98b5a/angrblanket_konsumentverket_150817.pdf and must be sent to Ferratum Bank p.l.c.
- 7.3 If the Customer exercises his/her right to withdraw while there is an outstanding debt under the Overdraft Facility, the Customer shall settle all due amounts plus any interest accrued without undue delay, but not later than 30 calendar days after the date of dispatch of the withdrawal notice. If the Bank, as a result of the credit agreement, has paid a public charge which is not refundable, the Customer shall also reimburse the Bank for such public charge.
- 7.4 If the Customer exercises its right of withdrawal, the Bank shall, as soon as possible and not later than within 30 days from the day on which the Bank received the Customer's

notification that he or she was withdrawing from the credit agreement, refund any fees which the consumer has paid as a result of the credit.

8. Governing Law and Jurisdiction

8.1 The business relationship between the Customer and Ferratum Bank p.l.c. shall be governed by Maltese law, but any mandatory protection granted under Swedish consumer protection law shall apply.

8.2 In case of a dispute related to this agreement, the Customer may only bring proceedings against the Bank in the courts of the Member State of the European Economic Area where the Customer is domiciled or in Malta where the Bank is domiciled. The Bank may only bring proceedings against the Customer in the Member State of the European Economic Area where the Customer is domiciled. Both parties may bring a counter-claim in the forum where the original claim is pending. In case of a dispute between the Bank and the Customer, the Customer may also refer the matter in writing to the Office of the Arbiter for Financial Services, as per the contact details provided below:

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 Freephone (local calls): 8007 2366 and Telephone: 2124 9245. You can also file your complaint with the FinKN by using the Online Dispute Resolution tool available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

The Customer can also directly liase with Allmänna reklamationsnämnden provided that the dispute fulfils the requirement thereof (for example requirements pertaining to time and value). Allmänna reklamationsnämndens contact details is: Allmänna reklamationsnämnden Box 174, 101 23 Stockholm www.arn.se.

The Customer can also file a complaint with the FinKN by using the Online Dispute Resolution tool available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

STANDARD EUROPEAN CONSUMER CREDIT INFORMATION

1. Identity and contact details of the creditor/credit intermediary

Creditor

Ferratum Bank p.l.c. Reg No: C 56251

**Registered address**

ST Business Centre, 120 The Strand, Gzira, GZR 1027, Malta

Telephone number(s) +4620787680

E-mail address customersupport@sumomoney.se

Website www.sumomoney.se

2. Description of main characteristics of consumer credit**The type of credit**

Overdraft Facility: Unsecured consumer credit

The total amount of credit

The total amount of credit will depend on the current credit limit employed at all times, and the rate of instalments/repayments. The customer will be required to pay the current interest rate applicable to the amount of credit requested by the customer.

Maximum loan total amount available under the credit agreement

Up to 5000 EUR or the equal amount in SEK provided that the Creditor shall have the right to set a lower overdraft amount per customer.

The conditions governing the drawdown

Conclusion of an Overdraft agreement is a pre-requisite to obtaining an Overdraft Facility. To open an Overdraft Facility, customer must complete the Online Application, as well as read and accept the overdraft facility terms and conditions.

How and when will you get the money

Once the application to open an Overdraft Facility has been accepted by the Creditor, the Overdraft Facility will be assigned on customer existing Ferratum Current Account, denominated in EUR or SEK. The currency of the Overdraft Facility will be the same as the currency on the Customer's Ferratum Current Account.

The duration of the credit agreement

The Overdraft Facility is not limited and is granted until further notice.

Version 2.2, effective from 31.10.2018

To customers onboarded before 31.10.2018 this version shall apply from 31.12.2018

Instalments and, where appropriate, the order in which instalments will be allocated

After using the Overdraft Facility, the customer shall pay the equivalent applied interest of the previous month during the next calendar month. Together with the interests, the customer shall also pay back a 10% of the used overdraft amount. The Overdraft Facility has to be repaid in full, including principal and interests generated, before the termination of the Overdraft Facility and it is payable in one instalment if customer wishes to do so.

In case of insufficient payments, the order of allotment shall be the following: (1) the principal amount of Overdraft Facility; (2) the interest payable; (3) any other amounts owed by the Customer, as applicable.

The total amount you will have to repay

The total amount customer will pay ranges from depends on the Overdraft Facility amount and repayment terms.

For example:

When borrowing 2000 SEK for 90 days, the customer shall pay back the principal amount of 2000 SEK together with interest amounting to 125,01 SEK. The total sum of all payments is 2125,01 SEK. The above calculations are based on an annual interest rate of 28,1% and payment of the full amount due in one instalment of SEK.

This means the amount of borrowed capital plus interest and possible costs related to your credit.

The above are representative examples and are based on the assumption that the customer will pay all amounts due on their due date.

3. Costs of the credit

The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement.

The interest rate is 25% for a daily interest equal to 0.069444%.

For a full list of interest rates please refer to the Price Table.

Annual Percentage Rate of Charge (APR) 28,1%

For example:

When borrowing 2000 SEK for 90 days, the APR is 28,1%. The above calculations are based on an annual interest rate of 25% and payment of the full amount in one instalment of SEK payable by the 90th day from the disbursement of the Overdraft Facility.

The above are representative examples and are based on the assumption that the Consumer will pay all amounts due on their due date.

Is it compulsory, in order to obtain the credit or to obtain it on the terms and conditions marketed, to take out — an insurance policy securing the credit, or — another ancillary service contract?

No.

4. Related costs

Any other costs deriving from the credit agreement

In the case that the customer demands that the bank statement be sent by post, a fee of 10 EUR shall be applicable.

Conditions under which the above mentioned costs related to the credit agreement can be changed

The interest rate and fees can be changed as follows: Changes in the terms may be implemented no earlier than six weeks after the institution sent notification of the change in writing to the customer. The interest rate can be increased only if the change is motivated by public credit policy decisions, increased borrowing costs for the Creditor or other increased costs which the Creditor could not possibly have foreseen. In addition, interest may change if a reference interest rate that the Creditor cannot influence is changed. A shorter time-limit may be set where the interest rate is changed because of a material change in the money market rate, bond rate or general level of interest rates for deposits with and borrowing by institutions. Fees for the credit may be changed to the consumer's disadvantage only to the extent justified by increases in the costs to be covered by the fee.

The customer has the right to prepay any amount owed according to the Swedish Consumer Credit Act and he can terminate the Overdraft Facility at any time by notifying the Creditor.

Costs in the case of late payments

If customer has a negative balance in all accounts and it is impossible proceeding with the repayment to the

Creditor of principal and interests, the Creditor shall have the right to start Collection Activities for the Total Credit Cost. Ferratum shall send a reminder letter to the Customer at a charge of 60 SEK which shall fall due immediately. In case of default, Creditor shall also have the right to engage third parties to collect the debt from the Customer at the Customer's expense and register the Customer in debt registers/databases containing credit histories of debtors. Moreover, the Creditor shall, to the extent permitted under applicable law, be entitled to claim compensation of other costs and damages incurred in collecting overdue amounts.

In order to initiate debt collection, Ferratum or the third party will send a notice/reminder letter to the customer which contains (i) a payment due date of 14 days or more, and (ii) information that debt collection will be initiated in case of default payment.

5. Other important legal aspects

Right of withdrawal - You have the right to withdraw from the credit agreement within a period of 14 calendar days.

Yes.

Early repayment - You have the right to repay the credit early at any time in full or partially.

Yes. In such case, the interest shall be calculated as a proportion of the time during which the Overdraft Facility was actually used (i.e. which accrued until the date of repayment). In case the customer is unsure about the latter amount, the relevant information is available by calling or e-mailing the Creditor.

Consultation of a database - The creditor must inform you immediately and without charge of the result of a consultation of a database, if a credit application is rejected on the basis of such a consultation. This does not apply if the provision of such information is prohibited by European Community law or is contrary to objectives of public policy or public security.

Yes. The Creditor is entitled to consult databases without the need to obtain the customer's prior specific consent. The customer will be informed if an application for an Overdraft Facility is rejected on the basis of consultation of a database.

Right to a draft credit agreement You have the right, upon request, to obtain a copy of the draft credit agreement free of charge. This provision does not apply if the creditor is at the time of the request unwilling to proceed to the conclusion of the credit agreement with you.

Yes, via email free of charge.

6. Additional information in the case of distance marketing of financial services

(a) concerning the creditor Registration

Registered with the Registry of Companies in Malta with registration number C56251,

Licensed by the Malta Financial Services Authority as a credit institution with license number C56251.

The supervisory authority

Malta Financial Services Authority (<http://www.mfsa.com.mt/pages/contact.aspx>), Notabile Road, Attard, BKR 3000, Malta.

The Swedish Consumer Agency (www.konsumentverket.se), Konsumentverket/KO, Box 48, 651 02, Karlstad

(b) concerning the credit agreement Exercise of the right of withdrawal

Customer has a right to withdraw from the agreement within 14 days of the date of acceptance thereof or receipt of the complete documentation of the agreement, if customer has not received the complete documentation of the agreement on the date of conclusion of the agreement.

The Customer shall notify the Creditor if (s)he wishes to exercise the right of withdrawal. It is not a requirement but recommended that the right of withdrawal is exercised through customer's Online Account. The customer can also use the form provided by the Swedish Consumer Agency to exercise its right of withdrawal. The form is available at:

http://www.konsumentverket.se/contentassets/c78f43844da74c7786821d8d12a98b5a/angerblankett_konsumentverket_150817.pdf.

If the Customer at the time of withdrawal has any outstanding dues, the withdrawal shall apply to such dues. In such case, the Customer shall settle all due amounts plus any interest accrued without undue delay, but not later than 30 calendar days after the date of dispatch of the withdrawal notice.

If the Creditor, as a result of the credit agreement, has paid a public charge which is not refundable, the customer shall also reimburse the creditor for such public charge.

If the Customer exercises its right of withdrawal, the Creditor shall, as soon as possible and not later than within 30 days from the day on which the Creditor received the customer's notification that he or she was withdrawing from the credit agreement, refund any fees which the consumer has paid as a result of the credit.

If the Customer does not exercise the right of withdrawal within the time limit and conditions specified above, then the Customer is obliged to fulfil the Overdraft Agreement.

The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract

Maltese law but any protection granted under Swedish consumer protection law shall apply to the Creditor's customers.



Clause stipulating the governing law applicable to the credit agreement and/or the competent court

The Overdraft Agreement shall be governed by Maltese law, but any protection granted under Swedish consumer protection law shall apply to the Creditor's customers.

The Customer may only bring proceedings against the Creditor in the courts of the Member State of the European Economic Area where the Customer is domiciled or in Malta where the Creditor is domiciled. The Creditor may bring proceedings against the Customer in the Member State of the European Economic Area where the Customer is domiciled. Both parties may bring a counter-claim in the forum where the original claim is pending.

In case of a dispute between the Creditor and the customer, the Customer has the possibility to submit a complaint directly or through 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.
Freephone (local calls): 8007 2366 and Telephone: 2124 9245.

The Customer can also directly liaise with Allmänna reklamationsnämnden provided that the dispute fulfils the requirement thereof (for example requirements pertaining to time and value). Allmänna reklamationsnämndens contact details is: Allmänna reklamationsnämnden Box 174, 101 23 Stockholm www.arn.se.

As alternative, the Customer can file a complaint with the FinKN by using the Online Dispute Resolution tool available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

Language regime The Agreement shall be provided simultaneously in Swedish and in English. The English version shall prevail in the case of any conflict between the two versions.

(c) concerning redress

Existence of and access to out-of-court complaint and redress mechanism The Customer has the possibility to submit a complaint directly or through 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
Freephone (local calls): 8007 2366 and Telephone: 2124 9245.

Terms of Use of Demo version of Sumo Mobile App

Banking services via the Sumo mobile app are provided by Ferratum Bank p.l.c. and available exclusively through Thomas Cook Money Ltd.

Version 2.2, effective from 31.10.2018

To customers onboarded before 31.10.2018 this version shall apply from 31.12.2018



Please read these Terms of Use (**Terms** or **Terms of Use**) carefully before using the demo version of the Sumo Mobile application (the **Sumo** or **Sumo Mobile App**) offered by Ferratum Bank p.l.c. (**Bank, us, we, or our**) in collaboration with Thomas Cook Money Ltd.

Your access to and use of Sumo is conditional on your acceptance of and compliance with these Terms. These Terms apply to all users and others who access or use Sumo.

By accessing or using Sumo you agree to be bound by these Terms. If you disagree with any part of the terms, then you must not access Sumo.

About Us

Sumo is a mobile application brought to Customers by Thomas Cook Money Ltd and powered by Ferratum Bank p.l.c. All of the information regarding the services of Sumo is published on the webpage of Sumo www.sumomoney.se. Customers who are using the banking services available via Sumo enter into a contractual relationship with Ferratum Bank p.l.c.

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.

You can contact our Customer Support Centre by calling 4620787680 or by email customersupport@sumomoney.se (further information is available on Sumo website www.sumomoney.se).

1. General provisions

1.1 These Terms govern the relationship between you and the Bank, detail the Bank's obligations towards you and your obligations towards the Bank, as well your Sumo Demo User 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 registration as 'User' as well as other declarations and confirmations made during the relationship;
- these Terms of Use;

1.3 The Bank does not warrant that older versions of these Terms will be archived and made available to you. As such, we recommend that you print and save each version of these Terms for future reference.

1.4 If any of the documentation sent to you when you start to use Sumo contradicts any of the conditions set out in these Terms, the terms sent to you within that other documentation will prevail.

1.5 By accepting these Terms of Use, you agree to create a 'User Account' with Sumo. After the creation of your Sumo User Account you can decide if you wish to be a Customer and to open a Bank Account.

Version 2.2, effective from 31.10.2018

To customers onboarded before 31.10.2018 this version shall apply from 31.12.2018

- 1.6 The Sumo User Account will be available and accessible to the User for an unlimited period of time. The Sumo User Account can be deleted anytime by calling the Customer Support Centre as described at point 2.2. below. In case of deletion of the User Account, the applicant will be able to open a new User Account after the creation of a new User Account.
- 1.7 The 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.
- 1.8 You hereby expressly request and authorise Ferratum Bank p.l.c. to immediately provide you with the services via Sumo described in these Terms of Use, prior to the end of the withdrawal period specified in clause 11.
- 1.9 The Bank may change these Terms from time to time. The Bank will endeavour to update you with any amendments to these Terms and to inform you in advance. The updates will, in the absence of exceptional circumstances, be provided by the Bank at least two months before date of entry into force of such amendments, 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 you as much prior notice as possible. Unless you terminate your relationship with the Bank prior to such amendments coming into force, you are deemed to have accepted such amended terms which shall become binding upon you.
- 1.10 You will be notified of a change in any of these Terms by the Bank posting it in the "Latest Updates" section on the Sumo's Website and by email. The main language governing the relationship between you and the Bank shall be English. A Swedish version of this Terms of Use is available to customers. You can choose to communicate with the Bank in English, Swedish or any other language offered by the Bank at that moment.
- 1.11 Term and termination: The duration of these Terms of Use is unlimited. A User can terminate the relationship with the Bank at any time by calling the Customer Support Centre as described at point 1.6.

2. Definitions

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

- 2.1 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.
- 2.2 Customer:** means (i) the person who now or hereafter is a Bank Account holder or has an interest therein; and (ii) the person who now or hereafter subscribes to services or products offered by the Bank.
- 2.3 Customer Support Centre:** the support service centre that can be reached through the Sumo Mobile App, by phone calling 4620787680 or by e-mail at customersupport@sumomoney.se and by post at Ferratum Bank p.l.c., ST Business Centre, 120 The Strand, Gzira, GZR 1027, Malta.
- 2.4 EEA:** The countries within the EU, together with Liechtenstein, Norway and Iceland.
- 2.5 Evidence of your identity:** a clear and legible copy of a valid, unexpired, government-issued document containing photographic evidence of identity to open the Bank account,

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

The list could change due to legal requirements. For further information, please contact the Customer Support Centre.

2.6 Demo Version Sumo Mobile App: the software that you can install on your own mobile device through which you preview the Sumo Mobile App and:

- Complete the Registration Process to become a Customer
- Contact the Customer Support Centre - Preview the services offered via Sumo

The Demo Version of Sumo Mobile App is available only on mobile phone.

2.7 Frequently Asked Questions, FAQ: means the document issued by the Bank in question and answer format, that introduces customers to the services available via Sumo or answers common questions. Please, to read FAQ go to the website <https://www.sumomoney.se>.

2.8 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;

2.9 Mobile App Account: the secure area within Sumo Mobile App, which gives User access to his/her Profile and the different services offered via Sumo.

2.10 Online Account: the secure area within the Sumo Mobile App, which gives you access to your Profile and the different services offered via Sumo. A User doesn't have access to the Online Account. User only get access to the Sumo Mobile App Account.

2.11 Online Application: the online form you need to complete in order to open your Online Sumo Account. This can be completed through the Sumo Mobile App;

2.12 Password: the secure string of characters that must be supplied by you in order to gain full or partial access to your Online Account.

2.13 Pin code: the six-digit sequence of numbers used as a secret key for accessing your Sumo Mobile App Account, when used in conjunction with your User ID and device. Different devices can be linked to your Sumo Mobile App Account.

2.14 Profile: your Accounts and transaction details as a Customer.

2.15 Security Details: your password, Username and Pin code.

2.16 Service: the online service we agree to provide to you under this agreement.

2.17 Terms of use: means the terms and conditions contained in this document.

2.18 User: means (i) the person who now or hereafter is a Demo User Account holder or has an interest therein; and (ii) the person who now or hereafter subscribes to Demo Version of Sumo Mobile App. The User will become a 'Customer' after the opening of a Bank Account. The Bank Account will be opened when the User completes the Registration Process and after the Verification of his/her Identity by the Bank.

2.19 User Account: means all current and future accounts opened by the User in his/her name and includes access to the Demo Version of Sumo Mobile App. A User Account may only be held by an individual who is acting in his/her own name. Each Account is identified by its

respective User Name, password and will be associated with a person that opens a new User Account.

2.20 Username: the unique identifier enabling you to gain access to your Bank Account.

2.21 We, us, our: Ferratum Bank p.l.c. or the Bank, as defined above.

2.22 Website: the commercial website, currently www.sumomoney.se (or any other URL as we may notify to you from time to time)

2.23 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 via Sumo.

3. Signing Up for a Sumo User Account

3.1 The Accounts are available as individual accounts for natural persons. 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.

3.2 An applicant becomes a Sumo User Account holder once the Bank activates the applicant's Sumo User Account.

You accordingly understand that the Sumo User Account gives access to a Demo version of the Sumo Mobile App. The demo version is only available through the Sumo Mobile App and is not available online on the Sumo website.

3.3 The Demo version of the Sumo Mobile App can only be used as a trial and it does not give access to any banking services. To have access to banking services, the User needs to complete the application to become a Customer. The Demo version of Sumo Mobile App is available only to Users having a compatible mobile phone. The User understands that the Demo Version can vary from the full, live product. Ferratum Bank has no liability if the Demo Version of Sumo does not work. If anything, which is outside the Bank's control (such as technical failures, power cuts or industrial action) prevents it from providing you with any of the account services referred to in these conditions, the Bank will do its best to solve the problem as quickly as it can. You agree that the Bank is not liable, either directly or indirectly, for any interruption of service until the service is restored. The Bank reserves to the right to close the Demo Version of Sumo Mobile App by giving you reasonable notice. The Bank reserves the right to close the Demo Version of Sumo Mobile App immediately should certain circumstances be deemed by the Bank to have become exceptional. Examples of these circumstances would be if:

- the Bank reasonably believes that you are no longer eligible to hold the Accounts;
- you have not met the Bank's conditions relating to verification of your identity;
- the Bank reasonably suspects that you or someone else are using the account illegally or fraudulently;
- you have at any point in time provided the Bank with false information;
- you have refused or ignored to provide specific information requested, or failed to complete and send to the Bank specific confirmations or declarations; or

- you are in breach of any of these terms and conditions or of any other of the Bank's terms and conditions that apply to your business relationship or transactions with the Bank; or
- the Bank is expressly requested by relevant competent authorities to close your Accounts or a category of accounts including your Accounts.

3.4 Applicants will only be accepted as Customers by the Bank if they are Swedish residents and are in possession of a valid identification document supported and accepted by Ferratum Bank. To be eligible to sign up for a Sumo User Account you must be at least 18 years of age. This is the information we need from you in the sign-up process for User account:

- Country of residence,
- First name, surname,
- Your email address,
- Your mobile phone number, and
- User name as defined by you.

A Sumo User Account cannot be opened if some of the personal information provided is already present in our system or has been used previously.

4. Sign-up process for a Sumo User Account

To start the sign-up, please create a Sumo User Account in the Sumo Mobile App on your mobile phone and provide the information explained at point 3.4. For further information please visit FAQ session on www.sumomoney.se

Next:

For applications through the Sumo Mobile App:

1. We will send You a one-time security code to phone number to verify it;
2. You must deliver the one-time password on mobile screen to verify Your phone number;
3. We will ask You to define and confirm the password to access the Sumo Mobile App;
4. We will ask You to set your PIN and then set up Your Sumo Mobile App;

You will be ready to use your Demo version of Sumo Mobile App as a User. If you wish to become a Customer You must continue the Registration as explained at point 5.

Upon the successful completion of the Sumo User Account opening process you will receive a confirmation message from us.

The creation and the utilization of a Sumo User Account is free of charges.

5. Bank Account opening

Once you become a 'User', to complete the second step of sign-up and open your Bank Account, you have to agree to the General Terms and Conditions of Sumo and you need to verify your identity. The second step of sign-up can be done from Sumo Mobile App. More information is available on www.sumomoney.se or by calling the Customer Support Centre. Ferratum Bank does not have any obligation to open a Bank Account for a User. If a User wishes to open a Bank Account, the User must proceed with the next step as indicated by the General Terms and Conditions of Sumo to open a Bank Account.

A User does not have any obligation to open a Bank Account.

6. Selecting and safeguarding your PIN and Password

You will select your Password and your PIN during the sign in process with Sumo. They must be kept secret. You must comply with any other instructions, which the Bank via Sumo may issue regarding the safekeeping of the PIN.

7. Access and Security

If your Mobile Account is blocked, you may call the Customer Support Centre to request that the blocked service be enabled. After three failed login attempts your Mobile Account can be temporarily blocked for one hour. After six failed login attempts your account can be blocked and it can only be unblocked by contacting the Customer Support Centre. Failed login attempts can happen when the following have been incorrectly entered:

- Password or one-time password during device activation
- PIN code during login
- Fingerprint during login,

You can contact the Bank should you experiencing problems whilst using the Sumo Mobile App.

8. Use of location data

Certain services use information about your physical location sent from your mobile device, such as GPS signals. If you use these services, you consent to us, our partners and licensees, and Google accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your location data to enable us and Google to provide the relevant functionality in accordance with the terms and conditions, and privacy policy, of the Sumo Mobile App and those of Google. You will be asked to consent to the use of location services when you download the Sumo Mobile App or, for iOS devices, the first time you use the ATM finder tool. You may withdraw this consent at any time by turning off the location services settings on your mobile device.

Access to Google Maps/Google Earth APIs through the Sumo Mobile App is subject to the separate Google terms and conditions available at http://maps.google.com/help/terms_maps.html and http://www.google.com/enterprise/earthmaps/legal/universal_aup.html.

9. Force Majeure

The Bank's obligations in terms of these General Terms and Conditions of Sumo shall be suspended for such period during which the Bank is prevented from complying with said obligations due to Force Majeure.

10. Personal data processing

10.1 You acknowledge that the Bank shall process your personal data as a data controller for the purposes set out in these Terms of Use and any other applicable specific terms and conditions in accordance with the Data Protection Act (Cap 440 of the Laws of Malta) and in terms of complying with legal obligations to which the Bank is subject. You additionally acknowledge that the Bank shall process your personal data:

- for evaluating requests for the provision of its services;
- for providing the services you requested;
- for internal assessment and analysis, including for the purpose of developing and improving the Bank's services;
- for direct marketing, such as informing you by phone, through the message centre, or other means about the Bank's products and services and for research purposes, subject to your consent;
- for the detection and prevention of fraud, any other criminal activity (including money laundering and terrorism financing); and
- if and when the Bank is required to do so under the Data Protection Act (Cap 440 of the Laws of Malta) or other legislation applicable to the Bank.

You can inform the Bank at no cost if you do not wish to receive any direct marketing from it. You may opt out of receiving marketing material by selecting the corresponding checkbox at the moment of data collection or sending a communication through one of the following communication channels.

Written communication to the address specified below, including the email and/or telephone number as well as the wording "UNSUBSCRIBE":

Ferratum Bank plc
ST Business Centre,
120 The Strand,
Gzira, GZR 1027, Malta

You are entitled, at any time, to receive information free of charge about your stored personal data, its origin and recipient and the purpose of the data processing. Furthermore, you are entitled to the correction, blocking or deletion of your personal data according to the applicable law. Corresponding additional documentation may be requested in order to authenticate a person before its issue, because personal data is not allowed to be issued to unauthorised persons.

If you have granted consent to use data, you may revoke this at any time with effect for the future. The revocation of consent may limit the services we may provide to you.

In some cases, performance of the contract, collection and storage of data may be required by applicable law, regardless of the consent of the Customer. In such cases, we will

discontinue any further processing and use of your personal data and delete or block them, insofar as we are permitted to by law. Please direct all requests for information, queries or revocations regarding data processing via email to customersupport@sumomoney.se or in writing to the address specified below.

10.2 For further information about your data processing please read the Privacy Policy of Sumo on Sumo website www.sumomoney.se.

11. Right of Withdrawal and complaints

11.1 You have a right to withdraw from these Terms of Use within 14 days of the date of acceptance thereof (or receipt of these Terms of Use, if you have chosen to receive these by email or mail, whichever occurs later). The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

The right of withdrawal may be exercised through your Online Account, by contacting customersupport@sumomoney.se or Ferratum Bank plc, ST Business Centre, 120 The Strand, Gzira, GZR 1027, Malta. Your communication must at least include a statement showing an explicit intent to withdraw from these Terms of Use.

In order to exercise the right of withdrawal, you may also use the specific withdrawal form accessible at

http://www.konsumentverket.se/contentassets/c78f43844da74c7786821d8d12a98b5a/angrblankett_konsumentverket_150817.pdf. After you have completed the withdrawal form you may send it to:

customersupport@sumomoney.se

11.2 Any complaints you may have are to be sent via mail and addressed to:

The Complaints Office

Ferratum Bank p.l.c., ST Business Centre, 120 The Strand, Gzira, GZR 1027, Malta.

11.2.1 The Bank will try to resolve your complaint on the phone as soon as is reasonably possible. In the event that the matter will require more attention to be resolved, we will take your details and arrange for your complaint to be fully investigated and addressed as soon as possible.

11.2.2 When the Bank receives your complaint you will receive an acknowledgement within five Business Days.

11.2.3 If you are not satisfied, you may direct your complaint to the Office of the Arbiter for Financial Services, as per the contact details provided below:

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

Freephone (local calls): 8007 2366 and Telephone: 2124 9245.

11.3 You are also entitled to raise disputes arising out of these terms and conditions via alternative dispute resolution, provided that the dispute fulfils the requirement thereof (for example requirements pertaining to time and value). We undertake to contribute to alternative



dispute resolution with customers under the law on alternative dispute resolution in customer relations. Relevant body for dispute resolution in Sweden is:

Allmänna
reklamationsnämnden Box 174,
101 23 Stockholm www.arn.se

The European Commission has developed a platform for dispute resolution out-of-court. This enables the Customer to resolve dispute in connection with online orders, without having to initiate a court proceeding. The platform is available at the following link: <http://ec.europa.eu/consumers/odr/>

Terms and Conditions for the Videoconference identification process of Sumo

Banking services via the Sumo mobile app are provided by Ferratum Bank p.l.c. and available exclusively through Thomas Cook Money Ltd.

These Terms apply to the use of Sumo identity verification via the Videoconference procedure. Sumo provides an identity verification to any applicant who wishes to open a Sumo Account and become a Ferratum Bank p.l.c.'s (hereinafter **Bank** or **Ferratum Bank**) customer.

1. The object of the identification service

The identification service consists of a videocall real-time between the applicant and a Sumo's Agent to establish the identity of the applicant according to the applicable law (e.g. Anti-Money Laundering) before opening a Sumo Account or after opening a Sumo Account, in those cases when the applicant has already been onboarded (including under Bank ID). To this extent, Ferratum Bank collaborates with a third-party who provides the Videoconference software only. During the videocall the applicant will be requested to show his ID Document to the Sumo Agent.

2. The identification Process

To proceed with the identification process, the applicant must be in possession of the valid unexpired ID document requested by Ferratum Bank as the provider of the banking services.

The applicant understands the following:

The video transmission must be a live transmission that allows the Sumo Agent and the applicant to make both visual and verbal contact simultaneously.

A sufficiently good quality is necessary to enable clear verbal communication and to allow the Sumo Agent to clearly visualise the face of the applicant, as well as view the contents and security features of the applicant's identification document.

This form of verification requires the applicant to produce his identification document and make it visible during the video call for the Sumo Agent to view it.

The applicant declares that the identification document is not fake and (s)he has to ensure that the identification document is not forged. During the video call, the applicant is also required to electronically provide a code - centrally-generated transaction number (TAN) - automatically generated by the video conferencing tool itself which (s)he would have received by SMS. The TAN code may be used for one-time, unique assignment that must be entered immediately by the applicant during the video conference. The applicant's identity verification may only be concluded following successful entry of the TAN. When performing verification, it may be necessary to photograph both sides of the identification document as well as the applicant by making a screen shot.

The following records will be retained by Ferratum Bank to demonstrate compliance with the law requirements on identification through videoconference:

- (a) an audio recording of the video call, which includes the entire conversation between the Sumo Agent and the applicant;
- (b) screenshots taken during the video call, which include an image of the applicant as well as the date and time displayed by the video conference tool;
- (c) screenshots of the identification document (and when required of an additional document) produced for verification purposes; and
- (d) records to demonstrate that the code transmission requirement has been complied with. The applicant is obliged to provide Ferratum Bank via Sumo with all documents required for the identification service in accordance with the provisions under this Paragraph and to truthfully enter all data in the data fields provided.

Requested data to verify the applicant's identity during the video call generally includes: full name, place and date of birth, address, national reference number (where applicable) and nationality. Depending on applicable laws and regulations, it may be necessary to verify the data referred to here through a valid and unexpired additional document (e.g. proof of residence, utility bill, bank statement, residence card).

Ferratum Bank will only confirm the applicant's identity once the data required for purposes of identity verification are complete and all the legal requirements satisfied. Ferratum Bank will notify the applicant of the successful conclusion of his identification process.

3. Availability of the videoconference identification service

The right to cease, modify or otherwise change the identification service – including the identification service of Sumo - at any time is reserved for Ferratum Bank. This applies in the

event the legal and/or statutory framework applicable to the use of identification via the Videoconference process changes.

Ferratum Bank endeavours to provide the identification service without interruption. The foregoing notwithstanding, Ferratum Bank cannot assume any liability for the continuous availability of the identification service via Sumo. The availability of the identification service may be stopped temporarily for security reason or to perform technical repair or maintenance work.

4. Consent and registration

Successful registration for videoconference requires the prior consent of the applicant to these Terms and Conditions.

By selecting the appropriate button for the Video call on the Sumo Mobile App, the applicant is providing his/her consent to the provision of identification services and confirmation of his/her identity to Sumo in accordance with the provisions in these terms and conditions. The contract comes into existence with the actual implementation of the identification service.

Only natural persons can make use of the identification service.

The applicant is then transferred to the Sumo identification service and a Sumo Agent is authorised to contact the applicant to start the videoconference. In the event the subsequent identification process is interrupted, or the applicant terminates a session prior to the start of the identification process, the additional steps needed for identification will be displayed to the applicant.

5. Cooperation and other obligations of the applicant

The applicant is obliged to cooperate appropriately in the provision of identification services. The applicant undertakes to provide data relevant to identification truthfully and completely.

In order to provide the identification service, the applicant is required to have a device (e.g. a computer, smartphone or tablet) including a web cam (video and audio), an internet connection and his mobile phone to receive the TAN code by SMS. The applicant is responsible for ensuring that his device meets required performance specifications to complete the identification process.

The applicant undertakes not to disclose data it receives from Ferratum Bank. The applicant must ensure that such data is only used by him/her and must secure such data against access by third parties. The right to terminate the identification process at any time if the applicant violates his/her obligations using Sumo as set out in these Terms and Conditions is reserved for Ferratum Bank.



6. Remuneration

Provision of the identification service is at no charge for the applicant. However, use of the Sumo identification service may be subject to connection and transmission charges imposed by the applicant's Internet provider. These must be paid by the applicant.

7. Data protection and privacy policy

During the identity verification through videoconference via Sumo, all the data necessary to verify identity of the applicant will be processed by Ferratum Bank and the third-party service provider. All the data necessary to verify the applicant's identity will be stored by Ferratum Bank.

Ferratum Bank collects, processes and uses the applicant's personal data in accordance with the applicable data protection regulations. Data may only be used for other purposes with the express consent of the applicant.

For more information, please see the Privacy Policy <https://www.sumomoney.se>.

8. Jurisdiction

These Terms and Conditions for the Videoconference identification process of Sumo between the applicant and Ferratum Bank are subject to the laws of Malta. The relationship between Ferratum Bank and the applicant for all the identifications performed via Sumo's applications shall be governed exclusively by these terms and conditions.

9. Contact Us

For any additional information or declaration, please contact us by email or by post:
Ferratum Bank plc

ST Business Centre,
120 The Strand, Gzira,
GZR 1027, Malta

customersupport@sumomoney.se