

Ferratum Bank – standardvillkor för kreditavtal som gäller kunder i Sverige

Dessa standardvillkor tillämpas på kreditavtal som ingås mellan Ferratum Bank p.l.c. och dess kunder med hemvist i Sverige

1. Information om Ferratum

- 1.1. Namn: Ferratum Bank p.l.c. ("Ferratum")
- 1.2. Organisationsnummer: C 56251
- 1.3. Licensnummer: C 56251
- 1.4. Adress: ST Business Centre, 9th floor, 120 The Strand, Gzira GZR1027 Malta
- 1.5. Telefonnummer: +46 08 611 80 33 (Sverige – Kundtjänst), +356 2092 7700 (Malta)
- 1.6. E-post: kundtjanst@ferratumbank.se
- 1.7. Verksamhet som täcks av licensen: Bankverksamhet, betaltjänster (enligt definitionen i Maltas lag om finansiella institutioner, Financial Institutions Act), utfärdande och administration av övriga betalningsmetoder (andra än de ovan definierade betaltjänsterna), garantier och åtaganden, handel för egen räkning i penningmarknadsinstrument, valutor, finansiella terminskontrakt och optioner, valutakurs- och ränteinstrument, överlåtbara värdepapper och alla andra aktiviteter som banken från tid till annan kan få tillstånd att utföra.
- 1.8. Uppförandekod(er) som banken anslutit sig till: Ej tillämpligt

2. Definitioner

- 2.1. **Konto** – det personliga användarkonto som skapats på webbplatsen för varje kund som ingått ett kreditavtal med Ferratum.
- 2.2. **Kontoutdrag** – det dokument som utfärdas av Ferratum den 16:e dagen i varje månad, där det första kontoutdraget utfärdas efter den dag då den ursprungliga krediten betalas ut av Ferratum, och som innehåller i) den aktuella transaktionsperioden, ii) det utestående saldot från den föregående transaktionsperioden, iii) beloppen och de relativa datumen för de uttag som gjorts under den nuvarande transaktionsperioden, iv) beloppen och de relativa datumen för de återbetalningar som gjorts under den nuvarande transaktionsperioden, v) aktuellt utestående saldo, vi) uttagsavgifter och daglig räntekostnad för den nuvarande transaktionsperioden, vii) det minsta återbetalningsbeloppet och den nuvarande transaktionsperiodens förfallodag; och som, tills dess de belopp som framgår därav har återbetalats i sin helhet, inkorporerats i kreditavtalet.
- 2.3. **Tillämpliga avgifter** – de avgifter, inklusive ränta, som ska betalas vid varje tidpunkt med avseende på den av kunden utnyttjade krediten, och som beräknas enligt avgiftsförteckningen.
- 2.4. **Låneberäkning** – ett verktyg som är tillgängligt på webbplatsen och som låter kunden beräkna kostnaden för krediten enligt den tillämpliga avgiftsförteckningen, med avseende på det önskade kreditbeloppet, baserat på att kunden betalar det minsta återbetalningsbeloppet på förfallodagen.
- 2.5. **Kredit** – varje enskild kredit som erhållits eller ansökt om enligt kreditavtalet genom att skicka in en kreditansökan enligt beskrivningen i dessa standardvillkor, och som kan utökas i enlighet med paragraf 8 i dessa standardvillkor.
- 2.6. **Kreditavtal** – ett ramavtal som ingåtts mellan Ferratum och en kund på obestämd tid och som ska omfatta dessa standardvillkor, informationsbladet, alla giltiga fakturor samt eventuella ändringar av dessa som gjorts i enlighet med dessa standardvillkor, avgiftsförteckningen, informationsbladet och eventuella giltiga kontoutdrag, samt alla ändringar av dessa som gjorts i enlighet med dessa standardvillkor.
- 2.7. **Kreditgräns** – det maximala kreditbelopp som vid varje tidpunkt kan utnyttjas av kunden vid med avseende på detta kreditavtal, och som fastställs av Ferratum.
- 2.8. **Kunden** – en berättigad kund som ingått eller uttalat avsikten att ingå ett kreditavtal med Ferratum.
- 2.9. **Uppläggningsavgift** – en avgift som ska erläggas av kunden när kreditkontot öppnas.
- 2.10. **Uttagsavgift** – en avgift som ska erläggas av kunden varje gång krediten utnyttjas. Denna avgift minskar aldrig, inte ens om kunden återbetalar något belopp före dess förfallodag.
- 2.11. **Utestående belopp** – om kreditavtalet frånträdes enligt villkoren i paragraf 4.3 i dessa standardvillkor ska detta avse det kreditbelopp som utnyttjats av kunden, tillsammans med tillämpliga avgifter och tillämplig ränta, beräknat från den dag då krediten utnyttjades till den dag då återbetalning sker.
- 2.12. **Förfallodag** – den dag då det minsta återbetalningsbeloppet måste regleras, och som infaller (13) dagar från utfärdandet av det aktuella kontoutdraget.
- 2.13. **Berättigade kunder** – de individer som uppfyller kraven för att ingå ett kreditavtal med kreditgivaren, enligt den ytterligare beskrivningen i paragraf 3.2 i dessa standardvillkor.
- 2.14. **Ferratum** – den kreditinstitution som avses i paragraf 1 ovan, även kallad kreditgivaren.

- 2.15. **Avgiftsförteckning** – en förteckning som beskriver de räntor och avgifter som kunden ska betala till Ferratum för den kredit som beviljas av Ferratum enligt villkoren i dessa standardvillkor, som kan ändras när som helst under kreditavtalets löptid, i enlighet med den process som beskrivs i paragraf 13.4 av dessa standardvillkor och som inkorporerats i kreditavtalet. Avgiftsförteckningen finns tillgänglig på webbplatsen och kan även erhållas genom att kontakta kundtjänst.
- 2.16. **Minsta återbetalningsbelopp** – det minsta belopp som måste betalas på förfallodagen och som uppgår till det högsta av a) 4% av den utestående krediten samt tillämpliga avgifter, och b) 300 svenska kronor. Ferratum ska ha rätt att begära ett lägre minsta återbetalningsbelopp efter att ha genomfört en kreditvärdering av kunden. Om det totala kreditbeloppet och den tillämpliga avgiften tillsammans understiger 300 svenska kronor ska det minsta återbetalningsbeloppet anses utgöra det totala kreditbeloppet samt tillämpliga avgifter. Om det utnyttjade kreditbeloppet utökas på begäran av kunden ska det minsta återbetalningsbeloppet justeras i enlighet därmed i efterföljande kontoutdrag.
- 2.17. **SEKKI** – den standardiserade europeiska standardkreditinformationen för krediten, som inkorporerats i kreditavtalet.
- 2.18. **Standardvillkor** – detta dokument, inklusive alla giltiga ändringar, som finns tillgängligt på webbplatsen i form av en kopia och som inkorporerats i kreditavtalet.
- 2.19. **Webbplats** – Ferratums webbplats på www.ferratum.se
3. **Process för kreditavtalets ingående**
 - 3.1. För att få kredit måste kunden ha ett giltigt kreditavtal. Kunden kan begära att Ferratum skickar kopior på utkastet till kreditavtal och alla dokument som inkorporerats i avtalet, innan avtalet ingås. Ferratum ska skicka dessa dokument till kunden utan kostnad. Kreditavtalet kan ingås via en ansökan som skickas in via webbplatsen eller, i vissa fall som avgörs helt enligt Ferratums gottfinnande, via SMS. Kunden bekräftar och accepterar att Ferratum kan avslå en ansökan om att ingå ett kreditavtal om kunden exempelvis inte följer Ferratums instruktioner när ansökan skickas in. Kreditavtalets ingående utgör inte ett godkännande av någon enskild kreditansökan, d.v.s. ansökningar om att få kredit.
 - 3.2. Berättigade kunder ska vara individer som har sin permanenta hemvist i Sverige, som är berättigade att ingå kreditavtal och är minst 21 år gamla.
 - 3.3. Före kreditavtalets ingående ska kunden läsa kreditavtalet, som ska göras tillgängligt för kunden.
 - 3.4. Genom att skicka en begäran om att ingå ett kreditavtal med Ferratum erkänner, bekräftar, garanterar och åtar sig kunden att denne:
 - 3.4.1 har tillhandahållit sanna, riktiga och kompletta kontouppgifter till Ferratum och att kunden kommer att informera Ferratum så snart som möjligt, och i varje fall inom en arbetsdag, om det sker någon ändring av dessa uppgifter, eller om kunden upptäcker att de tillhandahållna uppgifterna är felaktiga eller på annat sätt osanna, oriktiga eller inkompletta.
 - 3.4.2 har tillhandahållit sanna och riktiga kontouppgifter och relaterad information (om sådan information har tillhandahållits) som rör en bank som har tillstånd att erbjuda sina tjänster i Sverige och/eller någon annan av Europeiska unionens medlemsstater, och att detta konto innehas i kundens eget namn. Kunden förstår att eventuella utbetalningar av krediter som görs av Ferratum, liksom eventuella därefter följande återbetalningar av krediter, ska ske via ett konto som innehas i kundens egna namn. Kunden åtar sig att omedelbart informera Ferratum vid ändringar i de tillhandahållna kontouppgifterna eller i den relaterade informationen. Kunden bekräftar och accepterar att kunden, vid eventuella förändringar av kundens personliga kontouppgifter, kan ombes att verifiera de aktuella uppgifterna på det sätt som krävs av Ferratum.
 - 3.4.3 har läst kreditavtalet i god tid innan kunden blivit bunden av dem, och förstår innehållet och godkänner bestämmelserna däri.
 - 3.4.4 har fått kreditavtalet på ett varaktigt medium.
 - 3.4.5 har fått tillräckliga förklaringar om kreditavtalet och kreditens huvudsakliga karaktär (inklusive konsekvenserna vid bristande betalning) för att göra det möjligt för kunden att bedöma om kreditavtalet har anpassats för att möta kundens behov.
 - 3.4.6 har ingått detta kreditavtal av egen fri vilja och har inte ingått detta kreditavtal under hot, tvång eller i ett nödläge eller på uppenbart ogynnsamma villkor med avseende på kundens personliga finansiella förhållanden.
 - 3.4.7 inte är en politiskt exponerad person (med "politiskt exponerad person" avses en fysisk person som har eller har innehaft en framstående offentlig funktion, och detta omfattar sådana individers omedelbara familjemedlemmar eller personer som man vet är nära förbundna med sådana personer. Detta omfattar inte tjänstemän på mellannivå eller mer juniora tjänstemän, och inte heller personer som

- inte innehaft någon framstående offentlig funktion på minst tolv månader).
 - 3.4.8 inte tar ut krediten till fördel för någon annan eller för någon annans räkning. Om kunden erhåller krediten eller på annat sätt agerar för en annan persons räkning ska kunden omedelbart informera Ferratum, och kunden förstår då att ytterligare åtgärder måste vidtas, och accepterar att Ferratum kan vägra ingå kreditavtalet eller ge kredit eller, om kredit ändå ges, kan ålägga både kunden och kundens huvudman ytterligare villkor
 - 3.4.9 förstår att kortfristiga lån kan medföra vissa risker då de konstruerats för att passa vid likviditetsbehov som varar under korta tidsperioder och kan ha högre räntor än långfristiga lån. Ett konsekvent användande av kortfristiga lån under en längre tidsperiod och för att möta långvariga ekonomiska behov kan leda till ökad ekonomisk press.
 - 3.4.10 har utvärderat sitt behov av att låna medel och sin förmåga att betala tillbaka krediten.
 - 3.4.11 kommer att gottgöra alla skador som orsakas av kundens brott mot någon av de garantier som ingår i denna paragraf eller mot kundens skyldigheter enligt kreditavtalet.
 - 3.5 Ferratum ska, innan kreditavtalet ingås och när som helst under kreditavtalets löptid, ha rätt att identifiera och verifiera en kunds identitet (både med hjälp av kunden själv och genom tredjepartskällor) samt begära in övrig information och/eller dokumentation från en kund och/eller tredje parter som kan vara av relevans för Ferratums beslut att ingå ett kreditavtal och/eller bevilja kredit eller inte. Genom att ingå kreditavtalet åtar sig kunden att uppfylla Ferratums krav med avseende på denna paragraf. Kunden bekräftar och accepterar att Ferratum ska ha rätt att neka till att ingå kreditavtalet, häva ett ingått kreditavtal med omedelbar effekt eller avslå en kredit till en kund om kunden inte har besvarat en begäran om information eller tillhandahållit sådan dokumentation som avses i denna paragraf, eller ifall Ferratum inte kan skaffa fram den information eller verifikation som Ferratum anser krävs för att ingå kreditavtalet eller bevilja kunden kredit.
 - 3.6 Ferratum ska meddela kunden via e-post eller SMS om sitt beslut om att ingå kreditavtalet eller inte. Ett konto ska skapas automatiskt för varje berättigad kund som för första gången accepterats som kund av Ferratum. Kunden ska få en personlig identifieringskod (en PIN-kod) för åtkomst till sitt konto. Kunden får inte yppa denna PINkod för tredje man och ska hållas fullt ansvarig för förlust och skada som orsakas av ett sådant yppande, inklusive förlust och skada som åsamkats Ferratum. Kunden ska kontakta Ferratum om kunden inte kommer ihåg sin PINkod. Kunden kan även välja att följa instruktionerna på webbplatsen för att återställa PIN-koden. Ferratum kan kräva att kunden tillhandahåller uppgifter och dokumentation för att säkerställa kundens identitet innan en ny PIN-kod utfärdas till en kund som meddelar att kunden har glömt bort sin PIN-kod. PIN-koden är personlig. Ferratum förbehåller sig rätten att, utan meddelande, blockera kontohavarens PIN-kod och/eller konto när det finns misstanke om obehörig användning av PIN-koden och/eller kontot. Om en obehörig transaktion har genomförts på grund av kontohavarens underlåtenhet att skydda sin PIN-kod ska kontohavaren ansvara för ett belopp upp till 1 200 kronor. Om en obehörig transaktion har genomförts på grund av att kontohavaren försammat sina plikter under dessa villkor och detta skett av grov oaktsamhet kommer kontohavaren att hållas ansvarig för belopp upp till 12 000 kronor. Om kontohavaren agerat på ett särskilt kländervärt sätt ska kunden ansvara för hela beloppet.
 - 3.7 Kreditavtalet anses ha ingåtts vid den tidpunkt då kunden mottar det överenskomna kreditbeloppet eller PIN-koden, beroende på vilket som sker först.
 - 3.8 Kreditavtalet och kompletterande dokumentation ska levereras på svenska och engelska. Vid avvikelser mellan de två språkversionerna ska den engelska versionen gälla.
4. **Rätt att frånträda kreditavtal inom 14 dagar (ångerrätt)**
 - 4.1 Kunden har rätt att frånträda kreditavtalet inom 14 dagar från det kreditavtalet ingicks (eller från den dag då kreditavtalet mottogs, om kunden valt att motta detta med e-post eller post, beroende på vilket som inträffar senast). Kunden behöver inte ange något skäl för frånträdan.
 - 4.2 Ångerrätten måste utövas genom ett undertecknat meddelande. Kunden ska skicka det undertecknade meddelandet till Ferratum på den ovan angivna epostadressen eller, om kunden föredrar att skicka det undertecknade meddelandet med posten, till den postadress som anges ovan. Meddelandet måste minst innehålla följande information: a) kundens namn, b) kundens identifieringskod, c) ett yttrande som visar en uttrycklig avsikt att frånträda kreditavtalet, d) ett åtagande att återbetala eventuella utestående belopp som kunden är skyldig Ferratum utan opåkallat dröjsmål och inte senare än trettio (30) dagar efter meddelandet, e) kundens namnteckning samt f) datum och plats för

rätta i den medlemsstat i Europeiska unionen där kunden har sin hemvist. Båda parter får komma med motkrav i den domstol där den ursprungliga talan förs. Denna bestämmelse ska fortsätta att gälla även efter kreditavtalets upphörande.

13.2 Om kunden har några klagomål har kunden rätt att skicka in dem direkt till Ferratum, via de kontaktuppgifter som anges i paragraf 1 ovan eller på webbplatsen. Klagomål ska skickas in skriftligen. Ferratum ska besvara alla klagomål utan opåkallat dröjsmål, dock senast inom 30 kalenderdagar.

13.3 Kunden kan även skicka klagomål direkt till eller genom Maltas finansmyndighet, Malta Financial Services Authority, Notabile Road, Attard, BKR 3000, Malta (<http://www.mfsa.com.mt/pages/contact.aspx>) och/eller till Allmänna reklamationsnämnden (<http://www.arn.se>).

13.4 Kreditavtalet kan när som helst ändras på grund av förändringar av lagliga, ekonomiska och affärsrelaterade krav och/eller ändringar av den tekniska miljön och/eller ändringar av produkters eller tjänsters parametrar. Processen för att göra ändringar i kreditavtalet ska vara som följer: Ferratum ska meddela kunden om de föreslagna ändringarna. Ändringarna ska träda i kraft omedelbart efter meddelandet (såvida de inte är till nackdel för kunden eller om de beror på tillämplig rätt). I annat fall ska kunden ha rätt att avvisa ändringarna genom att begära att Ferratum säger upp kreditavtalet inom tio (10) kalenderdagar från det kunden mottog meddelandet om förändringarna med e-post eller post. I sådana fall ska kunden betala igen alla belopp som förfallit enligt de villkor i kreditavtalet som överenskommit mellan Ferratum och kunden, och kreditavtalet ska upphöra så snart de belopp som förfallit enligt avtalet har återbetalats. Om kunden inte begär att Ferratum ska säga upp kreditavtalet inom tio (10) kalenderdagar efter att meddelandet om de föreslagna ändringarna mottogs ska kunden anses ha accepterat de föreslagna ändringarna. I

sådana fall ska ändringarna börja gälla inom tio (10) kalenderdagar från den dag då kunden meddelades om de föreslagna ändringarna.

13.5 En parts förpliktelser enligt dessa standardvillkor ska tillfälligt upphöra under den period då en part förhindras att uppfylla dessa förpliktelser på grund av force majeure, för utsatt att parten ifråga:

a) har meddelat den andra parten om att force majeure föreligger.

b) gör allting i sin makt för att uppfylla sina förpliktelser enligt kreditavtalet, trots att force majeure föreligger.

c) uppfyller sina förpliktelser så fort force majeure inte längre föreligger, inom den tid som angivits av den andra parten.

13.6 För att undvika tvivel: Force Majeure ska endast innebära ett tillfälligt upphörande av en parts förpliktelser i den utsträckning som det är omöjligt för parten att genomföra dem och ska under inga omständigheter befria parten från förpliktelsen att uppfylla sina andra förpliktelser under kreditavtalet. Force majeure förstås innebära en händelse som är oförutsägbar och ligger bortom parternas kontroll, d.v.s. strejk, lagliga begränsningar som beslutas av en regering eller EU-myndighet, sabotage, uppror, naturkatastrofer eller liknande förhållanden som gör det omöjligt att uppfylla de förpliktelser som framgår av kreditavtalet, men det ska inte omfatta att en anställning upphör eller andra förhållanden som påverkar kundens förmåga att återbetala krediten eller andra belopp som kunden är skyldig Ferratum.

13.7 Ferratum ska inte hållas ansvarigt för direkt eller indirekt förlust eller skada, såvida denna förlust eller skada inte orsakats av Ferratums grova oaktsamhet eller bedrägeri eller av att Ferratum inte uppfyllt en skyldighet som utgör en väsentlig del av kreditavtalet.

13.8 Ferratum ska när som helst ha rätt att avstå ifrån att genomdriva någon av bestämmelserna i kreditavtalet, och detta ska inte tolkas som ett avstående från någon sådan bestämmelse, och det ska inte påverka giltigheten av kreditavtalet eller någon del därav eller Ferratums rätt att genomdriva någon bestämmelse i enlighet med dess villkor.

13.9 Ferratum ska ha rätt att överlåta sina rättigheter och skyldigheter enligt kreditavtalet till tredje man, förutsatt att kunden meddelas om överlåtelsen på förhand. Kunden ska inte ha rätt att överlåta sina rättigheter och skyldigheter enligt kreditavtalet till tredje man utan Ferratums skriftliga medgivande. Denna bestämmelse ska fortsätta att gälla även efter kreditavtalets upphörande.

13.10 Detta avtal ingås på obestämd tid. Därför, och för att undvika tvivel, ska kreditavtalet täcka all kredit som utnyttjats av kunden under dess giltighetstid, och det ska fortsätta att gälla med avseende på alla utestående belopp för kredit som beviljats under dess giltighetstid.

13.11 Kunden har rätt att när som helst säga upp kreditavtalet genom ett skriftligt och undertecknat meddelande till Ferratum. Vid en sådan uppsägning kan det emellertid hända att Ferratum kräver omedelbar betalning av samtliga utestående belopp, i vilket fall dessa belopp ska anses ha förfallit till omedelbar betalning, och kundens förpliktelser enligt kreditavtalet ska inte anses upphöra innan samtliga de belopp kunden är skyldig Ferratum har betalats. I övriga fall kan kreditavtalet sägas upp enligt de villkor som framgår av standardvillkoren och tillämplig lag. För att undvika tvivel: ränta ska fortsätta att ackumuleras tills dess samtliga belopp har återbetalats.

13.12 Utan inverkan på dess rätt enligt dessa standardvillkor eller enligt lag ska Ferratum ha rätt att säga upp kreditavtalet med omedelbar effekt enligt bestämmelserna i paragraf 3.5 eller paragraf 10.2, eller vid ett väsentligt brott av kunden mot kundens förpliktelser enligt kreditavtalet. I sådana fall ska samtliga belopp som är utestående enligt kreditavtalet anses förfalla till betalning omedelbart. Med avseende på denna paragraf ska ett väsentligt brott omfatta brott mot de garantier som ges av kunden i paragraf 3.4 av dessa standardvillkor. Ferratum ska också ha rätt att ensidigt säga upp kreditavtalet genom en skriftlig uppsägning till kunden med en uppsägningstid på två månader.

13.13 Dessa standardvillkor är tillgängliga på webbplatsen. Kunden kan dessutom begära att Ferratums kundtjänst skickar en kopia av standardvillkoren till kunden, antingen elektroniskt eller med post.

Den nuvarande versionen av standardvillkoren gäller från den 29/11/2018

Avgiftsöversikt – Ferratum Credit

Variabel daglig räntesats är 40 % över den referensränta som fastställts av Sveriges Riksbank och förändras i enlighet med de ändringar som görs av Sveriges Riksbank.

Uppläggningsavgift	0	Kr
Uttagsavgift	0	% av uttagsbeloppet
Påminnelseavgift	60	SEK
Dröjsmålsränta	2,5	% per månad
Portokostnad	19	SEK

Ferratum Bank – Standard Terms of the Credit Agreement applicable to customers in Sweden

These standard terms are applied to credit agreements concluded between Ferratum Bank p.l.c. and its customers who reside in Sweden.

1. Details of Ferratum

- 1.1. Name: Ferratum Bank p.l.c. ("Ferratum")
- 1.2. Reg. No: C 56251
- 1.3. License No: C 56251
- 1.4. Address: ST Business Centre, 9th floor, 120 The Strand, Gzira GZR1027 Malta
- 1.5. Telephone number: +46 08 611 80 33 (Sweden - Customer Care); +356 2092 7700 (Malta)
- 1.6. E-mail address: kundtjanst@ferratumbank.se
- 1.7. Activities covered by the Licence: Business of Banking, Payment Services (as defined in the Financial Institutions Act), Issuing and administering other means of payment (other than Payment Services as defined above), Guarantees and Commitments, Trading for own account in money market instruments, foreign exchange, financial futures and options, exchange and interest-rate instruments, transferable securities and any other activities which the Bank may be authorised to carry out from time to time.
- 1.8. Code(s) of conduct subscribed to: N/A

2. Definitions

- 2.1. **Account** – the personal user account created on the Website for each Customer who has concluded a Credit Agreement with Ferratum.
- 2.2. **Account Statement** – the document which is issued by Ferratum on the 16 day of every month, with the first Account Statement being issued following the date on which the original Credit is disbursed by Ferratum, and which contains (i) the transaction period to which it relates, (ii) the balance due from the previous transaction period, (iii) the amounts and the relative dates of withdrawals made during current transaction period, (iv) the amounts and the relative dates of repayments made during current transaction period, (v) current balance due, (vi) Drawdown Fees and daily interest charge for current transaction period, (vii) Minimum Payment Amount and Due Date for current transaction period; and which, until repayment of the full amounts indicated therein, forms an integral part of the Credit Agreement.
- 2.3. **Applicable Fees** - the Fees, including interest, payable at any point in time with respect to the Credit drawn down by the Customer calculated according to the List of Fees.
- 2.4. **Calculator** – a tool made available on the Website to enable the Customer to calculate the costs of the Credit, based on the applicable List of Fees, in relation to the desired amount of the Credit based on the payment by the Customer of the Minimum Payment Amount by the Due Date.
- 2.5. **Credit** – each individual Credit received or applied for under the Credit Agreement by submitting a Credit application as specified in these Standard Terms, as may be increased in terms of clause 8 of these Standard Terms.
- 2.6. **Credit Agreement** – a framework agreement concluded between Ferratum and a Customer for an indefinite period and shall include these Standard Terms, the List of Fees, SECCI and any valid Account Statement, and any amendment thereto which is made in accordance with these Standard Terms.
- 2.7. **Credit Limit** – the maximum amount of Credit that may be drawn down by the Customer at any point in time in terms of the Credit Agreement as set by Ferratum.
- 2.8. **Customer** – an Eligible Customer, who has concluded a Credit Agreement with Ferratum, or has declared such intent.
- 2.9. **Account opening fee** – A fee to be paid by the customer at the time the credit account is established.
- 2.10. **Drawdown Fee** - a fee payable by the Customer for each and every Credit drawn down, which fee is not reduced even in the case the Customer pays any amount prior to the date on which it is due.
- 2.11. **Due Amounts** – in the event of a withdrawal from the Credit Agreement in terms of clause 4.3 of these Standard Terms, this means the amount of the Credit drawn down by the Customer together with any Applicable Fees and the applicable interest calculated from the date the Credit was drawn down until the date it is repaid.
- 2.12. **Due Date** – the date by which the Minimum Payment Amount must be settled, being (13) days from the date of issue of the relevant Account Statement.
- 2.13. **Eligible Customers** – such persons who are eligible to enter into a Credit Agreement with the Creditor, as further described in clause 3.2 of these Standard Terms.
- 2.14. **Ferratum** – the credit institution indicated in clause 1 above, also referred to as the **Creditor**.
- 2.15. **List of Fees** – a list describing the interest and fees payable to Ferratum by a Customer for Credit granted by Ferratum in terms of these Standard Terms which may be amended at any time during the period of the Credit Agreement in accordance with the procedure outlined in clause 13.4 of these Standard Terms, and which forms an

integral part of the Credit Agreement. The List of Fees is available on the Website and is also available by contacting Customer Care.

- 2.16. **Minimum Payment Amount** - the minimum amount which must be paid by the Due Date amounting to (a) 4 % of the Credit outstanding together with the Applicable Fees, or (b) 300 SEK, whichever is the higher; provided that Ferratum shall be entitled to request a lower Minimum Payment Amount following a creditworthiness assessment of the Customer; provided further that when the total amount of the Credit together with the Applicable Fees is lower than 300 SEK, the Minimum Payment Amount shall be considered to be the total amount of the Credit together with the Applicable Fees. If the amount of the Credit drawn down is increased pursuant to a request by the Customer, the Minimum Payment Amount shall be adjusted accordingly in the subsequent Account Statement.
- 2.17. **SECCI** – the standard European Consumer Credit Information Sheet regarding the Credit, which forms an integral part of the Credit Agreement.
- 2.18. **Standard Terms** – the current document, with all valid amendments, a copy of which is available on the Website, which forms an integral part of the Credit Agreement.
- 2.19. **Website** – Ferratum's website at www.ferratum.se

3. Process of Conclusion of the Credit Agreement

- 3.1. In order to receive Credit, the Customer must have a valid Credit Agreement. The Customer may request Ferratum to provide copies of the draft Credit Agreement, and all documents forming an integral part thereof, prior to entering into such agreement. Such documents shall be provided by Ferratum to the Customer free of charge. The Credit Agreement can be entered into by application submitted on the Website, or, in certain cases to be determined in Ferratum's sole discretion, via SMS. The Customer acknowledges and accepts that Ferratum may reject an application to enter into a Credit Agreement if, *inter alia*, in submitting such application, the Customer does not comply with the instructions provided by Ferratum. Conclusion of the Credit Agreement does not constitute an approval of any individual Credit applications, i.e. applications to receive Credit.
- 3.2. Eligible Customers shall be persons with permanent residence in the territory of the Republic of Sweden who are eligible to enter into a Credit Agreement, who are at least 21 years old.
- 3.3. Before conclusion of the Credit Agreement, the Customer shall read the draft Credit Agreement which shall be made available to the Customer.
- 3.4. By submitting a request to enter into a Credit Agreement with Ferratum, the Customer acknowledges, confirms, warrants and undertakes that he or she:
 - 3.4.1 has provided true, correct and complete information to Ferratum and that he or she will inform Ferratum as soon as possible and in no case later than within one working day whenever there is a change to such information or in the event that he or she notices that any information submitted was erroneous or otherwise untrue, incorrect or incomplete;
 - 3.4.2 has provided true and correct bank account and ancillary details (if such details have been provided) which refer to a bank that is authorised to offer its services in Sweden and/or in another Member State of the European Union, and that such account is held in the Customer's own name. The Customer understands that any Credit disbursements made by Ferratum, as well as any subsequent Credit repayments shall be made through an account held in his or her own name. The Customer undertakes to immediately inform Ferratum about any changes to the bank account details provided to it or ancillary information. Customer acknowledges and accepts that in case of change in personal bank account details he or she may be requested to verify such details in the manner required by Ferratum;
 - 3.4.3 has read the Credit Agreement in good time before she/he was bound by it, and understands the content and agrees with the provisions contained therein.
 - 3.4.4 was provided with the Credit Agreement in a durable medium;
 - 3.4.5 was provided with adequate explanations on the Credit Agreement, the essential characteristics of the Credit (including the consequences of default of repayment) which have placed him/her in a position enabling him/her to assess whether the Credit Agreement is adapted to his/her needs;
 - 3.4.6 has entered into this Credit Agreement of his/her free will and has not concluded the Credit Agreement under threat, duress, or in distress or under strikingly unfavourable conditions with regard to his/her personal and financial circumstances;

3.4.7 is not a politically exposed person (A "politically exposed person" means a natural person who is or has been entrusted with a prominent public function, and includes such individual's immediate family members or persons known to be close associates of such persons. This does not include middle ranking or more junior officials, as well as persons who have ceased to be entrusted with a prominent public function for a period of at least twelve months.);

3.4.8 is not obtaining the Credit for the benefit of or on behalf of somebody else. If the Customer is obtaining the Credit or otherwise acting on behalf of another person, he/she shall inform Ferratum immediately, in which case the Customer understands that additional measures will have to be applied and accepts that Ferratum may refuse to enter into the Credit Agreement or grant Credit or may, if granting Credit, impose additional conditions on both the agent and his/her principal;

3.4.9 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;

3.4.10 has evaluated the need for borrowing funds and evaluated his/her capacity to repay the Credit;

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

3.5 Ferratum shall, prior to entering into a Credit Agreement as well as at any time during the term of the Credit Agreement, have the right to identify and verify the identity of a Customer (both through the Customer him/herself as well as through third party sources) as well as request other information and/or documentation from a Customer and/or third parties which might be relevant to Ferratum to make a decision as to whether to enter into a Credit Agreement and whether to grant Credit or otherwise. The Customer, by concluding the Credit Agreement, undertakes to fulfil all Ferratum's requests in terms of this clause. The Customer acknowledges and accepts that Ferratum shall have the right to refuse to enter into the Credit Agreement or terminate a Credit Agreement entered into, with immediate effect or refuse to grant Credit to a Customer who has not answered any request for information or who has failed to provide documentation in terms of this clause or in the event that Ferratum cannot obtain the information or verification which is considered necessary to enter into the Credit Agreement or grant Credit to the Customer.

3.6 Ferratum shall inform the Customer by means of an e-mail or via SMS about its decision to enter into the Credit Agreement or otherwise. An Account shall be created automatically for each Eligible Customer who has been accepted as a Customer by Ferratum for the first time. The Customer shall be provided with a personal identification number (PIN) for the purpose of accessing his or her Account. The Customer shall not disclose such PIN to any third party and shall be solely responsible for any loss or damage caused by any disclosure, including any loss or damage caused to Ferratum. The Customer shall contact Ferratum if he or she cannot remember the PIN. Alternatively, a Customer may follow the instructions on the Website to reset his or her PIN. Ferratum may request the Customer to submit details and documentation in order to ascertain the Customer's identity prior to re-issuing a PIN to a Customer who declares that he or she has forgotten the PIN. The PIN is personal. Ferratum reserves the right to, without notification, freeze the Account-holder's PIN and/or Account when there is a suspicion of unauthorized use of the PIN and/or Account. If an unauthorized transaction has been made because of the Account-holder's omission to protect his or her PIN, the Account-holder shall be responsible for the amount up to 1,200 SEK. If an unauthorized transaction has been made because the Account-holder has neglected his or her duties under these terms and conditions by wilful negligence, the Account-holder will be held responsible for amounts up to 12 000 SEK. In case of the account-holder having acted in a particularly blameworthy manner he or she will be responsible for the whole amount.

3.7 Credit Agreement is considered concluded at the point in time that the Customer receives the Credit or the PIN, whichever is earlier.

3.8 The Credit Agreement and ancillary documentation shall be provided in the Swedish and the English language. In the case of disagreement between the two languages, the English language shall prevail.

4 Right of withdrawal from Credit Agreement within 14 days

4.1 The Customer has a right to withdraw from the Credit Agreement within 14 days as of the conclusion of the Credit Agreement (or receipt of the Credit Agreement, if the Customer has chosen to receive these by email or post, whichever occurs later). The Customer is not obliged to indicate any reason for withdrawal.

4.2 The right of withdrawal must be exercised with a signed notice. The Customer shall send the signed notice to Ferratum to the email address provided above, or should the Customer wish to send the signed notice by post, to the postal address provided above. The notice must include at least: (a) the name of the Customer; (b) the identification code of the Customer, (c) a statement showing an explicit intent to withdraw from the Credit Agreement, (d) the undertaking to repay any Due Amounts owed to Ferratum without undue delay and no later than thirty (30) running days after giving notification, (e) the signature of the Customer and (f) the date and place of signing. The term of 14 days is deemed to have been observed if the notice is dispatched within that term.

4.3 If the Customer at the time of withdrawal has any outstanding dues in terms of the Credit Agreement, the withdrawal shall apply to such dues. In such case, the Customer shall settle all Due Amounts without undue delay, but not later than 30 calendar days after the date of dispatch of the withdrawal notice. This provision shall survive the termination of the Credit Agreement.

5 Products and services

5.1 Once the Customer has entered into a Credit Agreement, he/she must submit individual Credit applications, which must be specifically accepted by Ferratum, in order to receive Credit. Ferratum retains absolute discretion as to whether or not to grant Credit, whether in full or in part, on the submission of a Credit application. A Credit application may be submitted together with an application to enter into a Credit Agreement. The Customer can make Credit applications for any amount up to the Credit Limit granted to him or her. The currency applicable to the Credit and any Applicable Fees shall be the Swedish Crown.

5.2 Ferratum shall charge the Applicable Fees for granting the Credit. The Applicable Fees depend on the Credit amount and shall consist of a Drawdown Fee and daily interest charges which shall be charged at the rate indicated in the List of Fees, as amended from time to time. The Customer may use the Calculator provided on the Website in order to determine, before applying for the Credit, the amount to be repaid to Ferratum. Alternatively, the Customer may contact Customer Care.

5.3 The maximum Credit Limit applicable in Sweden is that published on the Website. It is agreed and understood that Ferratum is not obliged to offer the maximum amount of Credit Limit applicable in Sweden to all Customers. The Customer can find out about his/her maximum Credit Limit on his or her Account and/or by contacting Ferratum's Customer Care. Ferratum retains sole discretion as to whether to accept a Credit application or otherwise even if this is made for an amount which is within the Customer's Credit Limit. The maximum Credit Limit applicable to the Customer can be changed by Ferratum at any point in time, whether following an application by the Customer or of its own volition; provided that any change shall take into account the creditworthiness assessment of the Customer carried out by Ferratum.

5.4 Without prejudice to any other rights of Ferratum in terms of these Standard Terms and of law, no further Credit, or increases to Credit shall be granted to the Customer once the total amount of the Credit granted to the Customer during the validity of this Agreement reaches the equivalent of 15,000 euro. Notwithstanding the provisions of this clause, Ferratum may, on an application by the Customer, agree to grant Credit even if the equivalent of 15,000 euro limit has been exceeded and may, prior to granting such Credit require the Customer to answer any questions and produce any documentation in order to enable Ferratum to identify the Customer, verify his or her identity and assess whether or not it wants to grant the Credit to the Customer.

6 Credit application and its approval or rejection

6.1 A Credit application shall be submitted through the Website. In certain cases to be determined in Ferratum's sole discretion, Customers may also apply for Credit via SMS.

6.2 The procedure to be followed for submitting a Credit application is described on the Website. The Customer may also contact Customer Care. The Customer acknowledges and accepts that Ferratum may reject a Credit application if, *inter alia*, in submitting such Credit application, the Customer does not comply with the instructions provided by Ferratum.

6.3 The Customer, by submitting an application for Credit, agrees that the Customer Care of Ferratum may contact him/her over the phone, for the purpose of asking for confirmation of any data or for obtaining any additional

data regarding the Credit application. The Customer acknowledges that failure to provide such confirmation or data may result in rejection of the Credit application.

6.4 Ferratum's decision to approve a Credit application shall be notified to the Customer via email or via SMS. Ferratum is not obliged to disclose the reasons for a rejection unless such rejection is based on the results of a consultation with a database about the income of a person and/or performance of payment obligation. It is agreed that Ferratum shall retain sole discretion as to whether or not to grant the Credit requested by the Customer.

6.5 If the message constituting the final binding acceptance by Ferratum is not received by the Customer within two (2) business days from the date of the Credit application, the Credit application is considered rejected.

6.6 The amount to be repaid by the Customer to Ferratum with respect to the Credit drawn down shall be that which is specified in the Account Statement.

6.7 A Customer may only apply for and draw down one Credit at a time by means of a Credit application; provided that the amount of the Credit may be increased at any time by agreement between the Parties in terms of clause 8 hereunder. Once the Customer has repaid all amounts due for any amount of Credit drawn down, the Customer may submit a new Credit application.

7 Disbursement

7.1 The Customer shall receive the Credit via bank transfer to the bank account indicated by the Customer and which is held in the Customer's own name. Ferratum shall have the right, at its absolute discretion, to pay the Credit to the Customer via other means; provided in such a case Ferratum shall have the right to request additional information and to require the Customer to provide documentation verifying identity residential address and other information prior to providing the Credit to the Customer. Information on the receipt of the Credit via other means may be received by contacting Customer Care.

8 Increasing the Credit drawn down

8.1 Customers shall have the right to apply to Ferratum in order to increase the amount of the Credit at any point in time during which any Credit has been issued by Ferratum and is being repaid by the Customer in accordance with the repayment terms specified in the Account Statement; provided that no such application shall be made for Credit to be granted which, taking into account the amount of the Credit outstanding at the point in time of the application and the increase applied for, is in excess of the Customer's Credit Limit. The application for increasing the amount of the Credit can be submitted in the same manner and according to the same procedures as the Credit application and shall be subject to approval by Ferratum which is entitled to reject such application without assigning any reason.

8.2 The Customer shall use the Calculator in order to determine, before applying for the increase in the Credit amount, the Applicable Fees to be paid to Ferratum upon such increase in the Credit amount. Alternatively, the Customer may contact Customer Care so that the officers of Ferratum may calculate the Applicable Fees.

8.3 Ferratum shall inform the Customer via email or via SMS, if the application for increasing the Credit amount is approved. If the message constituting the final binding acceptance by Ferratum is not received by the Customer within two (2) business days from the date of the application for increasing the amount of the Credit, the Credit application is considered rejected.

8.4 Any increase in the Credit amount and Applicable Fees shall be reflected in the subsequent Account Statement to be sent to the Customer in terms of these Standard terms.

8.5 For the avoidance of doubt, a Customer shall not be entitled to apply to Ferratum to increase the amount of the Credit if she/he is in delay in paying any amount due in terms of the Credit Agreement and Ferratum shall be entitled to reject any application made in breach of the terms of this clause without even considering such application.

9 Repayment

9.1 Any amounts payable to Ferratum must be repaid in Swedish Crown within the agreed term. If the Customer, performs its payment obligations in any other currency, the Customer shall cover all costs related to the exchange of such currency to Swedish Crown. The Customer shall pay any such amounts to Ferratum through a bank account held in the Customer's name. Ferratum reserves the right to refuse any payment made to it which is not received from a bank account held in the Customer's name.

9.2 The most recent Account Statement shall at all times be available on the Account and may be saved in pdf file format. Each Customer may request the Account Statement to be sent to his/her personal e-mail free of charge, or by post against a Postage Fee, as stipulated in the List of Fees. Failure to receive the Account Statement does not relieve the Customer of the obligation to repay the amounts due. In case no Account Statement is received within five (5)

calendar days from the date on which it is due to be issued, the Customer shall notify Ferratum thereof.

9.3 The Account Statement shall indicate the bank account number to which payments have to be made. For the avoidance of doubt, the Account Statement shall reflect the amounts due to Ferratum as at the date preceding the date on which it is issued, which amount shall be calculated on the assumption that the Customer shall pay the Minimum Payment Amount on the Due Date. It is understood and agreed that any changes to the amounts due to Ferratum caused by payments by the Customer or an increase in the Credit drawn down following the date preceding the issue of an Account Statement shall be reflected in the subsequent Account Statement.

9.4 The repayment shall be made to the bank account indicated on the Account Statement, or in the case of prepayment in terms of clause 9.6, to the bank account notified by Ferratum's customer care. The fee imposed by the relevant service provider for the transfer shall be incurred by the Customer.

9.5 The Customer's shall indicate the OCR number in the payment details. If this is not done and Ferratum is unable to identify the payment, then the payment is considered not to have been received and the Customer shall be liable to pay the default interest.

9.6 The Customer is entitled to repay the Credit together with the Applicable Fees before Due Date by notifying Ferratum Customer Care five (5) business days in advance either by post or email. In such case, the interest due shall be calculated as a proportion of the time during which the Credit was actually used (i.e. which accrued until the date of repayment). In case the Customer is unsure about the latter amount, the relevant information is available by contacting Ferratum Customer Care. For the avoidance of doubt, the Drawdown Fee shall be the same and shall not be effected by early repayment. Moreover, repayment of the Loan before due date shall be made to the bank account notified to the Customer by Ferratum's customer care, which may be held by a bank registered and licensed in Malta.

9.7 In case of insufficient payments, the order of allotment shall be the following: (1) any costs of recovery of any amounts due; (2) any default interest; (3) the Applicable Fees, (4) the Credit, and, (5) any other amounts owed by the Customer.

9.8 Any amount shall be considered to have been paid when it is received in the bank account of Ferratum subject to the right of Ferratum to refuse payment as further specified in these Standard Terms.

9.9 This clause shall survive the termination of the Credit Agreement.

10. Consequences of being overdue

10.1 In case the Customer does not pay the Minimum Payment Amount in full by the Due Date, Ferratum shall be entitled to charge to the Customer the Default interest. In case the Customer does not pay the Minimum Payment Amount together with the Default interest in full within five (5) days from the Due Date, Ferratum shall send a reminder letter to the Customer and shall be entitled to charge the Customer a Reminder Fee.

10.2 If an amount constituting at least 5% of the outstanding Credit amount is overdue, and this relates to at least two (2) overdue Minimum Payment Amounts, upon the lapse of four (4) weeks from the sending by Ferratum to the Customer of a notice of termination, the full Credit, together with all Applicable Fees, shall fall due immediately and Ferratum shall be entitled to charge Default Interest on the Credit amount, up until the date of effective payment. Moreover Ferratum shall 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, Ferratum shall have the right to terminate the Credit Agreement with immediate effect.

10.3 Ferratum shall be entitled to claim compensation pursuant to Swedish law, of all reasonable actual damages and costs incurred in collecting overdue amounts, including the recovery of payments made through debt collectors.

10.4 The Customer agrees that such amount shall be collected directly from him or her through debt collectors without the requirement of court or judicial intervention.

10.5 This clause shall survive the termination of the Credit Agreement.

11. Personal data processing

11.1 The Customer acknowledges that Ferratum shall collect and process his/her personal data in accordance with the Principles of Processing the Personal Data of Clients which are published on the Website as well as on the basis of any consent given for such processing, when this is required by applicable law. **11.2** The Customer may be invited to access or log in to his or her personal internet bank account while on the Website. The Customer understands that by accessing/logging in to his or her personal internet bank account from/through the Website, the Customer is giving Ferratum read only access to all the

data contained on such bank account/s and hereby explicitly authorises Ferratum to process such data .

11.3 The Customer acknowledges that it is necessary for Ferratum to record all voice telephone conversations for the performance of the Loan Agreement and in order to protect Ferratum's and the Customer's legitimate interests.

11.4 The Customer shall inform Ferratum immediately if there has been any change to the data provided to Ferratum..

11.5 The Customer understands that it is necessary for Ferratum to record all voice telephone conversations for the performance of the Credit Agreement and in order to protect Ferratum's and the Customer's legitimate interests.

11.6 The Customer may be invited to access or log in to his or her personal internet bank account while on the Website. The Customer understands that by accessing/logging in to his or her personal internet bank account from/through the Website, the Customer is giving Ferratum access to all the data contained on such bank account/s and hereby explicitly authorises Ferratum to process such data within the meaning of the Data Protection Act.

12. Notices

12.1 By concluding the Credit Agreement, the Customer agrees that all relevant notices and other communications can be sent to him/her electronically through the Account, by e-mail, telephone or via SMS, or other means of communication agreed to for this purpose. Delivery through the Account includes sending the message to the Customer's personal e-mail, and/or to the Customer's message box available upon login to the Account. The notices delivered in the aforementioned manner are considered received on the same date on which they were sent, with the exception of any communications sent by post which shall be considered received five (5) calendar days after they are sent. All SMS messages sent by the Customer must include the exact information and be in the exact wording as required by Ferratum. The content and wordings currently required are published on the Website. Information about the correct content and wording of the SMS messages may also be provided by Ferratum's Customer Care.

12.2 During the term of this Credit Agreement the Parties shall communicate between themselves in Swedish or English.

13. End provisions

13.1 The Credit Agreement and the business relationship between Ferratum and the Customer shall be governed by Maltese law, but any mandatory protection granted under Swedish consumer protection law shall apply to the Customer. The Customer may bring proceedings against Ferratum in the Member State of the European Union where the Customer is domiciled or in Malta. Ferratum may bring proceedings against the Customer in the Member State of the European Union where the Customer is domiciled. Both parties may bring a counter-claim in the court where the original claim is pending. This provision shall survive the termination of the Credit Agreement.

13.2 In case the Customer has any complaints, he/she is entitled to file them directly with Ferratum, using the contact data provided in clause 1 above or on its Website. Complaints shall be filed in writing. Ferratum shall answer all complaints without undue delay, but not later than within 30 calendar days.

13.3 The Customer also has the possibility to submit a complaint directly to or through the Malta Financial Services Authority, Notabile Road, Attard, BKR 3000, Malta (<http://www.mfsa.com.mt/pages/contact.aspx>) and/or to the National Board for Consumer Complaints (<http://www.arn.se>).

13.4 The Credit Agreement may be amended at any time as a consequence of changes in legislative, economic and business requirements and/or changes to the technical environment and/or changes in product or service parameters. The procedure for amendments of the Credit Agreement shall be the following: Ferratum shall notify the Customers of the amendments proposed. The amendments shall enter into force immediately upon notification (if they are not disadvantageous towards the Customers or if they derive from the applicable law). In other cases, the Customer shall have the right to reject such changes by requesting Ferratum to terminate the Credit Agreement within ten (10) calendar days of being notified of such changes by email or by post. In such a case the Customer shall repay any amounts due in terms of the Credit Agreement as agreed between Ferratum and the Customer and the Credit Agreement shall terminate as soon as the amounts due thereunder have been repaid. If the Customer does not request Ferratum to terminate the Credit Agreement within (10) ten calendar days from being notified of the proposed amendments, the Customer shall be considered to have accepted the proposed changes, in which case such changes shall come into effect within ten

(10) calendar days from the date on which the customer was notified of such proposed changes.

13.5 A Party's obligations in terms of these Standard Terms shall be suspended for such period during which that Party is prevented from complying with said obligations due to Force Majeure, provided that such Party 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.

13.6 For the avoidance of doubt, Force Majeure shall only suspend a Party's obligation in so far as it is impossible for the Party to perform the same and shall in no case excuse such Party from the obligation to perform other obligations in terms of the Credit Agreement. Force Majeure is understood to mean an event that is unpredictable and beyond the Parties' control, e.g. strike, legislative restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar circumstances causing impossibility in fulfilling the obligations arising from the Credit Agreement but shall not include termination of employment or other conditions affecting the Customer's capacity to repay any Credit or other amounts due to Ferratum.

13.7 Ferratum shall not be held liable for any direct or indirect loss or damage, unless such loss or damage has been caused by Ferratum's gross negligence or fraud, or unless caused by a failure by Ferratum to fulfil an obligation constituting one of the fundamental elements of the Credit Agreement.

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

13.9 Ferratum shall have the right to assign its rights and obligations in relation to the Credit Agreement to a third party, provided that the Customer shall be notified of such assignment in advance. The Customer shall not be entitled to assign its rights and obligations in relation to the Credit Agreement to a third party without Ferratum's consent in writing. This provision shall survive the termination of the Credit Agreement.

13.10 This Agreement is being entered into for an indefinite term. Hence, and for the avoidance of doubt, the Credit Agreement shall cover all Credit drawn down by Customer during its validity and shall continue to apply with respect to any and all outstanding amounts due for Credit granted during its validity.

13.11 The Customer is entitled to request the termination of the Credit Agreement at any time with a written and signed notice to Ferratum. However, in case of such request, Ferratum may demand the immediate repayment of all amounts due, in which case such amounts shall be considered immediately due and payable, and the Customer's obligations in terms of the Credit Agreement are not considered terminated until all the amounts owed by the Customer to Ferratum are repaid. In other cases, the Credit Agreement can be terminated on the conditions stipulated in the Standard Terms and the applicable law. For the avoidance of doubt, interest shall continue to accrue until all amounts have been repaid.

13.12 Without prejudice to its rights in terms of these Standard Terms or in accordance with the law, Ferratum shall have the right to terminate the Credit Agreement immediately in terms of clause 3.5, in terms of clause 10.2, or in the case of a material breach by the Customer of his or her obligations under the Credit Agreement in which case all amounts due under the Credit Agreement shall be considered immediately due and payable. A material breach for the purposes of this clause shall include, but shall not be limited to, a breach of any of the warranties provided by the Customer in clause 3.4 of these Standard Terms. Ferratum shall have the right to terminate the Credit Agreement unilaterally with two months written notice to the Customer.

13.13 These Standard Terms are available on the Website and it is possible for the Customer to request Ferratum's Customer Care to send a copy of these Standard Terms to the Customer, either electronically or by post.

The current version of the Standard Terms is valid as of 29/11/2018.

Table of Fees – Credit Limit

Variable Daily Interest Charge: [40] % above the reference rate set by Sveriges Riksbank and will be changed according

to changes of this reference rate made by Sveriges Riksbank.

Establishment fee	0	SEK
Drawdown fee	0	% of withdrawal amount
Reminder fee	60	SEK
Default interest	0	%
Postage fee	19	SEK