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INFORMATION SHEET RELATING TO THE SERVICE FOR THE DISPOSAL OF PAYMENT ORDERS NOT COVERED BY A FRAMEWORK AGREEMENT (FABRICK PAY BY BANK)

Prepared in accordance with the Bank of Italy's Provision on the transparency of banking and financial transactions and services of 29 July 2009, as amended, and the CICR Resolution of 4 March 2003, as amended.

INFORMATION ON THE PAYMENT INSTITUTION

Name: Fabrick S.p.A. ("Fabrick")

Registered office: Piazza Gaudenzio Sella n. 1, 13900 Biella (BI)

Email address:info@fabrick.com **– Certified email address:** amministrazione.fabrick@pec.fabrick.com

Share capital: €18,240,338.00

Tax code no. 02654890025

Registration number in the Monte Rosa Laghi Alto Piemonte Register of Companies: REA no. BI - 202965

Registration number in the Register of Payment Institutions *pursuant to* Article *114-septies* of Legislative Decree no. 385/1993 and subsequent amendments: 36780.5

Website: www.fabrick.com

Part of the Maurizio Sella S.A.A. VAT Group with VAT number 02675650028, subject to the management and coordination of Banca Sella Holding S.p.A.

Subject to supervision by the Bank of Italy, with registered office in Via Nazionale no. 91, 00184 Rome (Tel.: +39 0647921, *e-mail*:email@bancaditalia.it , certified e-mail address: bancaditalia@pec.bancaditalia.it).

For further information about Fabrick, please visit the *website* www.fabrick.com.

TYPICAL CHARACTERISTICS AND RISKS OF THE SERVICE

CHARACTERISTICS OF THE SERVICE

The Service allows the Customer to use an innovative payment method, alternative to electronic money, which only requires the availability of a Payment Account accessible online in order to issue a Payment Order in favour of the Beneficiary for the purchase of goods or services.

Through the service, the Customer instructs Fabrick to issue Payment Orders against the Payment Account held by the Customer with the ASPSP, which, in turn, will initiate the transfer of Funds.

The Customer may not revoke the Payment Order after giving their consent to execute the Payment Transaction.

In consideration of the Service, the Customer shall pay Fabrick the costs and fees set out in this Information Sheet, if applicable. Any costs not included herein and due for the execution of the Payment Transaction by the ASPSP shall be borne by the Customer.

The Service is provided with the highest security *standards* required for *online* transactions and is subject to the SCA required by ASPSP.

For more information:
the Bank of Italy's guide "Payments in e-commerce in simple terms", which provides guidance to Customers on online

purchases, is available on the website www.bancaditalia.it and on Fabrick's website www.fabrick.com .

MAIN RISKS TYPICAL OF THE SERVICE

Incorrect, inaccurate or incomplete data entry: incorrect, inaccurate or incomplete information relating to the Payment Account may affect the successful provision of the Service by preventing Fabrick from executing the Payment Order requested by the Customer.

Loss or theft of credentials: if the Customer loses or forgets their security credentials for accessing the Payment Account held with the ASPSP, they will not be able to use the Service until the data is re-communicated or generated by the ASPSP. If such data is stolen, in the absence of a timely block of operations by the Customer, it may be fraudulently used by third parties.

Absence of line or connectivity/technical problems: in the event of absence of line or connectivity or technical problems, even if due to reasons not attributable to Fabrick, the Customer may not be able to use the Service, which may therefore be temporarily suspended.

Failure to execute the payment due to insufficient funds in the Payment Account: in the event of insufficient funds in the Payment Account held by the Customer with the ASPSP, the Payment Order placed through the Service will not be successful. Fabrick is not required to verify the existence of sufficient funds in the Payment Account to execute the Payment Order or to inform the Customer accordingly.

Impossibility of payment due to regulatory constraints: the Payment Order issued by Fabrick as part of the Service may not be executed by the ASPSP due to national and international regulatory constraints or an order from the competent Supervisory Authorities.

ECONOMIC CONDITIONS*

TYPE OF SERVICE	ECONOMIC CONDITIONS
Issuing of Payment Order	**Euro 0.00**
Sending of receipt containing the details of the Payment Order (Electronic Method)	**Euro 0.00**

* *The maximum financial conditions applicable to the Customer for the Service are set out below.*

CONTRACTUAL TERMS AND CONDITIONS GOVERNING THE SERVICE

Article 1 - Subject of the Service

The Service provided by Fabrick consists of the initialisation of Payment Order Instructions given by the Customer to be debited from the Payment Account indicated by the Customer and held by the same at the ASPSP.

Article 2 - Methods of execution

In accordance with the procedures established by the Beneficiary, the Customer shall provide the set of data necessary for the proper execution of the Payment service, namely identification and contact details (such as name, surname, email address, telephone number); information relating to the payment transaction to be initiated (such as: IBAN code of the current account used for the execution of the Service; payer, payee and amount of the payment transaction).

For each transaction, the Customer is required to read and accept the terms and conditions set out in this Information Sheet and the Privacy Policy made available to the Customer (e.g. by displaying them on the screen of a computer, *tablet* or *smartphone)*.

The Customer is then automatically redirected to the relevant ASPSP in order to carry out the SCA provided by the latter and confirm the Payment Order, which will then be initialised by Fabrick.

When the Customer has confirmed the Payment Order, a receipt containing the following information will be instantly generated and delivered to the Customer electronically: confirmation of the successful completion of the Instruction, the identification details of the Payment Transaction, the amount of the Payment Transaction and all charges due, if any, as specified in this Information Sheet in relation to the transaction, broken down, where applicable, into individual items.

Article 3 - Maximum execution times

The maximum time limits for crediting the Funds to the Beneficiary are determined by, and depend solely on, the ASPSP. For more information on the time limits for crediting the Funds to the Beneficiary, the Customer should refer exclusively to the documentation made available by the ASPSP**.**

Article 4 - Strong Customer Authentication

Use of the Service is subject to the SCA provided by the ASPSP.

Article 5 - Liability

Fabrick is solely responsible for the correct transmission of the Payment Order, except in cases of force majeure or unforeseeable circumstances or if the Customer provides an incorrect IBAN or incorrect or incomplete data.

Fabrick shall not be liable if the failure to execute the Payment Transaction ordered by it is due to any objective or subjective impossibility attributable to the Customer, such as, by way of example and without limitation, the lack of Funds at the ASPSP or at the ASPSP itself.

Under no circumstances shall Fabrick be held liable for any claims by the Customer relating to services provided directly by the Beneficiaries. Therefore, once the Payment Order has been completed, any issues not relating to the proper performance of the Service shall be brought exclusively to the attention of the Beneficiary.

If the Customer becomes aware of an unauthorised, unexecuted or incorrectly executed Payment Transaction arranged through the Service, they shall be entitled to obtain a correction only if they notify their ASPSP of this circumstance without delay, in accordance with the terms and conditions set out in the agreements between the Customer and the ASPSP.

Article 6 - Exclusion of the right of withdrawal

Pursuant to Article *67-duodecies*, paragraph 5, letter c) of Legislative Decree No. 206 of 2005 and subsequent amendments (the "Consumer Code"), the Customer who qualifies as a "consumer" expressly acknowledges that the right of withdrawal does not apply, since the entry of the Credentials for access to the Payment Account in the manner described in Article 2 above entails the automatic and instantaneous execution of the Payment Order by Fabrick.

Article 7 - Availability of the Service

The Service is available 24 hours a day, seven days a week.

Article 8 - Processing of personal data

Fabrick shall process the Customer's personal data for the sole purpose of providing the Service and in any case in accordance with the methods described in the *Privacy* Policy, made available to the Customer at the time of each order.

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Article 9 - Complaints, appeals and reports

For any disputes relating to the relationship governed by this Contract, the Customer may lodge a complaint in the following ways:

- by email or certified email (PEC) to the email address reclami@fabrick.com or to the PEC address reclami.fabrick@pec.fabrick.com ;
- the appropriate form available in the "Complaints, Appeals and Mediation" section of the website www.fabrick.com ;
- by ordinary post or by registered letter with acknowledgement of receipt addressed to the Company's registered office:

  Fabrick S.p.A. – Ufficio Reclami
  Via Corradino Sella, 10
  13900 Biella (BI)

Fabrick will respond:

- within 15 working days in the event of disputes relating to payment services governed by the Contract. If, in exceptional circumstances and for reasons beyond its control, Fabrick is unable to meet this deadline, it shall send the customer an interim reply, clearly stating the reasons for the delay and specifying the deadline by which the customer will receive a final reply: the deadline for receiving the final reply shall not, in any case, exceed 35 working days from receipt of the complaint.
- within 30 calendar days in the case of reports relating to IT system accessibility defects;
- within a maximum of 60 calendar days in all other cases.

The above deadlines shall run from the date of receipt of the complaint.

If the Customer wishes to contest the outcome of the complaint or has not received a response within the specified time limits, before resorting to the Judicial Authority, they may take action through the out-of-court dispute resolution systems and contact:

- **Arbitro Bancario Finanziario (ABF)**

  The ABF is an out-of-court dispute resolution system. Recourse to this procedure exempts the Customer from pursuing the mediation procedure referred to in the following paragraph. Information on how to refer a dispute to the Financial Banking Arbitrator is available on the websites www.arbitrobancariofinanziario.it, at branches of the Bank of Italy and by calling the toll-free number 800.19.69.69.

- **Conciliatore BancarioFinanziario**

  The Banking and Financial Ombudsman is an association that offers various ways to address and resolve issues between banking and financial intermediaries and their customers.

  Customers may refer to this body, for example, if they choose to entrust the dispute to an independent third party, called a 'mediator' (who will be chosen by the Banking and Financial Ombudsman), whose task will be to facilitate the parties' attempts to reach an amicable agreement.
  Information on these dispute resolution procedures is available on the websites, www.conciliatorebancario.it and, at the offices of the Banking and Financial Ombudsman (Via delle Botteghe Oscure 54, 00186 Rome), by calling 06.674.821 or by sending an email to associazione@conciliatorebancario.it .

- **Financial dispute resolution network (FIN-NET)**
  For the resolution of cross-border disputes, you can directly activate the competent foreign system through the FIN-NET procedure (by accessing the website: https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net_en).

- **Agenzia per l'Italia Digitale (AgID)**

  In the event of an unsatisfactory response or no response to reports relating to IT system accessibility issues, the interested party may submit a report using the following link: protocollo@pec.agid.gov.it

Fabrick points out that, before taking legal action, it is mandatory to attempt 'mediation', i.e. to call the other party before one of the mediation bodies listed in the appropriate Register and thus attempt to reach a voluntary agreement. For example, the aforementioned Banking and Financial Conciliator and any other body recognised by the Ministry of Justice may be used to carry out this mandatory 'attempt at mediation'.
Furthermore, in all cases, the Customer's right to lodge a complaint with the Bank of Italy remains unaffected.

In the event of violations of the obligations set forth in the regulations governing payment services, the Consolidated Banking Law and Legislative Decree No. 11 of 27 January 2010 provide for the application of administrative penalties of a pecuniary and/or prohibitive nature, in addition to ancillary penalties (such as the publication of any measures imposed), against Fabrick, the entities to which Fabrick outsources essential or important business functions, the entities appointed by Fabrick to audit its accounts, as well as the entities that perform administrative, management or control functions and Fabrick's staff.

Article 10 - Legislation and jurisdiction

The Service offered by Fabrick is subject to Italian law. Any disputes arising from the performance of the Service by Fabrick shall be subject to the exclusive jurisdiction of the court of the place of residence and domicile of the Customer if the latter is a Consumer; in all other cases, the court of Biella shall have jurisdiction.

GLOSSARY

ASPSP	The payment service provider of the Payment Account.
Payee	The recipient of the Funds subject to the Payment Transaction.
Customer	The person who has a Payment Account accessible via API and intends to use the Service to issue a Payment Order in favour of the Beneficiary for the purchase of goods or services.
Payment Account	The payment account or accounts for the execution of Payment Transactions, accessible *online*, held by the Customer with one or more ASPSPs and designated by the Customer for the purpose of providing the Service.
Payment Order Instruction	The activity carried out by Fabrick as part of the provision of the Service and consisting of the initialisation of Payment Orders at the request of the Customer to be debited from the Payment Account.
Information Sheet	This document made available to the Customer and containing, *inter alia*, information about Fabrick, the characteristics and typical risks of the Service, the list of economic conditions offered and the means of extrajudicial protection available to the Customer.
Funds	The amounts held in the Payment Account that are the subject of a Payment Order issued by the Customer and which the Customer requests to be moved.
IBAN	An international identification number that uniquely identifies a single Payment Account.

***Privacy* Policy**	The document made available to the Customer prior to the provision of the Service and containing information relating to the processing of the Customer's personal data by Fabrick in connection with the provision of the Service.
Remote Payment Transaction	A payment transaction initiated via *the internet* or via a device that can be used for remote communication.
Payment Order	Any instruction given by the Customer to the ASPSP, through Fabrick, requesting the execution of a remote Payment Transaction.
SCA	The strong authentication system that allows the Customer to be uniquely identified, reducing the risks associated with accessing their Payment Account and the execution of fraudulent payment transactions by unauthorised third parties, as it is based on the use of two or more elements classified in the categories of knowledge (something only the Customer knows, such as a personal *password* or PIN), possession (something only the Customer possesses, such as *a one-time* password or "OTP", where the Customer is the only person in possession of the device that generates this *password)* and inherent (something that characterises the Customer, such as their fingerprint), which are independent, as the breach of one does not compromise the reliability of the others, and which is designed to protect the confidentiality of authentication data.
Service	The service of providing payment order instructions not covered by a framework contract referred to in Article 1, paragraph 2, letter *h-septies*.1, no. 7) of Legislative Decree 385/1993, which is the subject of this information sheet and the Contractual Terms and Conditions, which allows the Customer to instruct Fabrick to execute Payment Orders given by the Customer from the Payment Account held by the Customer with the ASPSP, which, in turn, will initiate the transfer of Funds.
Website	Fabrick's *website* with the domain www.fabrick.com