

### INFORMATION ON THE PAYMENT INSTITUTION

Name and legal status:	Fabrick S.p.A.
Share capital:	€ 18.240.338 fully paid up
Legal and administrative headquarters:	Piazza Gaudenzio Sella, 1 - 13900, Biella BI
Bank of Italy authorisation no.:	0151013/20
Payment Institutions Register No.:	36780.5 effective from 16th March 2020
ABI code:	36935
BIC code:	AXEVIT22
Registration number in the Business Register:	REA BI- 202965
Certified E-mail:	<a href="mailto:amministrazione.fabrick@pec.fabrick.com">amministrazione.fabrick@pec.fabrick.com</a>
Payment Institution website:	<a href="http://www.fabrick.com">www.fabrick.com</a>
E-mail for information on the Payment Institution:	<a href="mailto:info@fabrick.com">info@fabrick.com</a>

Fabrick S.p.A. is subject to the supervision and control of the Bank of Italy

### PERSON IN CHARGE OF THE OFF-SITE OFFER

First Name: \_\_\_\_\_  
Last Name: \_\_\_\_\_  
Legal Name (if applicable): \_\_\_\_\_  
Phone: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Identification Code: \_\_\_\_\_  
Registered to the list: \_\_\_\_\_ Nr: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### SERVICE'S FEATURES

Through the Financial Split Payments service (the "Service"), the Customer asks Fabrick to collect sums owed to the Customer by Third Parties and to pay the Beneficiaries.  
When Fabrick pays the Beneficiaries, it applies its own fees.

## TYPICAL RISKS

Risk of delay in paying the Beneficiaries if the Customer provides Fabrick with wrong data.

Risk of fraudulent use of the Customer access codes.

Risk of unfavorable changes in economic conditions (service fees and charges).

Risks associated with infrastructure and systems and risks associated with the suspension and interruption of the Service: The Service is provided by means of technical and IT infrastructure and systems. Any technical problems concerning the proper functioning of the aforementioned infrastructure and systems may lead to suspensions or delays in the performance of the Services and may temporarily prevent them being provided.

FOR MORE INFORMATION:

The "Ecommerce Payments made easy" guide is available at [www.bancaditalia.it](http://www.bancaditalia.it) and on Fabrick website.

## FULL LIST OF THE MAXIMUM ECONOMIC CONDITIONS OF THE SERVICE \*

	Stamp Duty	Volumes Fee	Processing Fee	Activation Fee	Cash Out Fee
<b>EUR</b>	16	1%	1,00	500	5
<b>USD</b>	16,96	1%	1,06	530	13
<b>GBP</b>	13,28	1%	0,83	415	14
<b>CHF</b>	15,04	1%	0,94	470	24
<b>CAD</b>	23,68	1%	1,48	740	30
<b>JPY</b>	2.620,16	1%	163,76	81.880	7372
<b>AUD</b>	25,92	1%	1,62	810	33
<b>HKD</b>	132,48	1%	8,28	4.140	376

\* The table above shows the maximum applicable fee values.

The volume fee is calculated as a percentage of the amount collected pursuant to Art. 1.2, letter a.

The processing fee is calculated as an absolute value multiplied by the number of transactional events credited pursuant to Art. 1.2, letter a.

The fixed activation fee and stamp duty are charged on a one-off basis during the Service activation.

The cash out fee is calculated as an absolute value multiplied by the number of credit transfers executed pursuant to Art. 1.2, letter b.

## COMMUNICATIONS TO CUSTOMERS

Document type	Frequency	Channel	Cost
Transactions summary	Monthly	Online: via Dashboard Fabrick or via the online ticketing tool	0,00€
Summary document	Annual or any time on request	Online: via Dashboard Fabrick or via the online ticketing tool	0,00€
Other communications pursuant to Legislative Decree No. 385/1993	By request or by event	Online: via Dashboard Fabrick or via the online ticketing tool	0,00€
Copy of the contract	At any time on request	Online: via Dashboard Fabrick or via the online ticketing tool	0,00€

## MAIN CONTRACT TERMS

### ART. 7 – DURATION OF THE CONTRACT, TERMINATION AND WITHDRAWAL

- 7.1 This Contract has no expiry
- 7.2 The Customer may terminate this Contract at any time and with immediate effect, without charge and without penalty, by sending written notice to Fabrick by PEC or email to [amministrazione.fabrick@pec.fabrick.com](mailto:amministrazione.fabrick@pec.fabrick.com).
- 7.3 Fabrick may terminate this Contract at any time with two months' notice by sending the Customer a PEC or registered letter with return receipt to the last address communicated in writing by the Customer.
- 7.4 It is understood that:
- the termination of the relationship between the Customer and the Aggregation Platform or
  - the termination of the Fabrick Platform Terms and Conditions
- shall automatically entail the termination of the Financial Split Payments Service and the termination of this Contract with immediate effect.
- 7.5 Following the termination of the contractual relationship:
- if there are any sums remaining belonging the Customer, Fabrick will credit these to the Customer within 60 days;
  - credits from third parties will no longer be accepted by Fabrick.

### ART. 12 – COMPLAINTS AND OUT-OF-COURT REMEDIES AVAILABLE TO CUSTOMERS

12.1 For any disputes regarding the relationship governed by this Contract, the Customer may file a complaint through the following channels:

- email or certified email (PEC) to the email address [reclami@fabrick.com](mailto:reclami@fabrick.com) or the PEC address [reclami.fabrick@pec.fabrick.com](mailto:reclami.fabrick@pec.fabrick.com);
- the dedicated form available in the "Complaints And Dispute Settlement Systems" section of the website [www.fabrick.com](http://www.fabrick.com);
- Regular mail or registered letter with acknowledgment of receipt addressed to the Company's headquarter:

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

12.2 Fabrick will respond:

- Within 15 business days for disputes related to payment services governed by the Agreement. If, in exceptional situations and due to circumstances beyond its control, Fabrick is unable to meet this deadline, it must send the Customer an interim response, clearly explaining the reasons for the delay and

specifying the timeframe for a definitive response. The timeframe for the final response may not exceed 35 business days from the receipt of the complaint.

- Within 30 calendar days for reports related to IT system defects regarding accessibility.
- Within a maximum of 60 calendar days in all other cases.

These deadlines will commence from the date of receipt of the complaint.

12.3 If the Customer wishes to dispute the outcome of the complaint or has not received a response within the stipulated timeframe, they may, before resorting to judicial authorities, pursue alternative dispute resolution methods and contact:

- **Banking and Financial Ombudsman (ABF)**

The ABF is an out-of-court dispute resolution system. Utilizing this process exempts the Customer from initiating the mediation procedure described in the following paragraph. Information on accessing the Financial Banking Arbitrator can be found on the website [www.arbitrobancariofinanziario.it](http://www.arbitrobancariofinanziario.it), at Bank of Italy branches, or by calling the toll-free number 800.19.69.69.

- **Conciliatore BancarioFinanziario**

The Conciliatore BancarioFinanziario is an association that offers various ways to address and resolve issues between financial institutions and their customers.

The Customer may contact this organization if, for example, they choose to entrust the dispute to an independent third party, known as a "mediator" (appointed by the Conciliatore BancarioFinanziario organization), who will facilitate the parties' attempt to reach a voluntary agreement. Information on these dispute management methods can be found on the website [www.conciliatorebancario.it](http://www.conciliatorebancario.it), at the headquarters of Conciliatore BancarioFinanziario (Via delle Botteghe Oscure 54, 00186 Rome), by calling 06.674.821, or by sending an email to [associazione@conciliatorebancario.it](mailto:associazione@conciliatorebancario.it).

- **Financial dispute resolution network (FIN-NET)**

For cross-border dispute resolution, it is possible to activate the relevant foreign system directly through the FIN-NET procedure (available at [https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net\\_en](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 lack of response to reports related to IT system defects regarding accessibility, the interested party may file a report using the following link: [protocollo@pec.agid.gov.it](mailto:protocollo@pec.agid.gov.it).

12.4 Fabrick notes that it is mandatory to attempt "mediation" before proceeding to court, which involves summoning the opposing party before a registered mediation body to attempt to reach a voluntary agreement. The above-mentioned Conciliatore BancarioFinanziario and any other body recognized by the Ministry of Justice can be used to carry out this mandatory "mediation" attempt.

12.5 The Customer also retains the right to file complaints with the Bank of Italy in all cases.

12.6 In the event of violations of the obligations established by payment services regulations, the Consolidated Banking Act and Legislative Decree No. 11 of January 27, 2010 provide for the application of administrative sanctions, both monetary and restrictive, as well as additional penalties (such as the publication of any imposed measures), against Fabrick, parties to whom Fabrick outsources essential or important corporate functions, auditors appointed by Fabrick, and individuals involved in administration, management, control, or as Fabrick staff members.

## DEFINITIONS

Aggregator	Entity with which the Customer has a contractual relationship by virtue of which services are made available to the Customer.
API Service(s)	One or more functionalities that can be subscribed to and activated by the Customer, implemented by Fabrick, accessible via one or more APIs exposed on the Fabrick Platform.
Beneficiary	Recipient of payments requested by the Customer.
Cash Out	Execution of payment requests requested by the Customer.
Fabrick Platform	Fabrick's technology platform on which API Services are available.
Customer	Service user subscribing to the Service.
Fabrick Dashboard	Web page through which the Customer can access the documentation and information on the performance of the Service.
Parties	Fabrick S.p.A. and the Customer.
Aggregation Platform	Technological platform managed by the Aggregator through which the latter offers services of various kinds to the Customer.
PSD2	(EU) Directive 2015/2366 on payment services in the internal market, as amended and integrated from time to time, including the relevant national transposition legislation
Third Party	Debtor of the Customer who makes a payment to the customer