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Fabrick Payment Facilitator information sheet

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:	amministrazione.fabrick@pec.fabrick.com
Payment Institution website:	www.fabrick.com
E-mail for information on the Payment Institution:	info@fabrick.com

PERSON IN CHARGE OF THE OFF-SITE OFFER

Employee of Fabrick who contacts the merchant if the offer is carried out at a place other than the head office or premises of the intermediaries.

First Name: _____

Last Name: _____

Phone: _____

Title: _____

E-mail: _____

TYPICAL FEATURES AND RISKS OF THE SERVICE

FEATURES:

The Fabrick Payment Facilitator service enables Merchants to collect the payment for goods or services for purchases made by the Cardholder using a Visa or MasterCard or a card enabled for other Schemes with which the Merchant has an agreement. The service enables Fabrick to act as a facilitator on behalf of the Merchant for the purpose of processing transactions for authorisation and payment. The payments collection may be made net or gross according to the choice of the Merchant, on the bank account indicated by the Merchant. If the Merchant chooses to be credited gross, it should be approved by Fabrick when the service is activated.

TYPICAL RISKS:

Repudiation (refusal) risk: The Issuer shall credit the Cardholder for transactions disputed by the Cardholder for which the Merchant is unable to provide proof of proper delivery/issue of the goods or services. Amounts credited back to the Cardholder shall be debited to the Merchant.

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Risk of access codes safekeeping: The Merchant is aware of the risks inherent in the provision and transmission of codes and data on the Internet.
Risk of unfavourable changes in economic conditions (service fees and charges) due also to changes imposed by Payment Schemes.

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 through which information on transactions carried out with payment cards and/or other payment instruments circulates on Payment Card Schemes and/or on Other Payment Schemes and between the parties responsible for verifying, validating and reporting on such information, including the Issuers of payment cards and those offering Services for the acceptance of payment cards or other payment instruments.
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 "I pagamenti nel commercio elettronico in parole semplici" guide is available at www.bancaditalia.it and on Fabrick website, section Transparency.

FULL LIST OF ECONOMIC CONDITIONS OF THE SERVICE *

Scheme	Currency	Transaction fee	Fixed Refund fee	Fixed Chargeback fee	Fixed Representment fee	Multicurrency credit fixed	Stamp duty debited once upon activation, in the currency associated with the main contract
Visa/Mastercard	AUD	MIF + Scheme fee + 5%	4	60	17	22	27
Visa/Mastercard	CAD	MIF + Scheme fee + 5%	3	52	15	19	23
Visa/Mastercard	CHF	MIF + Scheme fee + 5%	2	36	10	13	16
Visa/Mastercard	DKK	MIF + Scheme fee + 5%	15	270	75	97	120
Visa/Mastercard	EUR	MIF + Scheme fee + 5%	2	36	10	13	16
Visa/Mastercard	GBP	MIF + Scheme fee + 5%	2	30	9	12	16
Visa/Mastercard	HKD	MIF + Scheme fee + 5%	17	301	86	109	134
Visa/Mastercard	JPY	MIF + Scheme fee + 5%	316	5.672	1.576	2.054	2.526
Visa/Mastercard	PLN	MIF + Scheme fee + 5%	10	167	47	61	75

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Visa/Mastercard	SEK	MIF + Scheme fee + 5%	24	431	120	155	190
Visa/Mastercard	USD	MIF + Scheme fee + 5%	2	39	11	14	17
Klarna to Core EU** Cardholders	EUR	6,99%+0,35	2	36	-	13	16
Klarna to Core EU** Cardholders	CHF	6,99%+0,35	2	36	-	13	16
Klarna to IT/UK/Rest of EU*** Cardholders	PLN	6,99%+1,5	10	167	-	61	75
Klarna to IT/UK/Rest of EU*** Cardholders	EUR	6,99%+0,35	2	36	-	13	16
Klarna to IT/UK/Rest of EU*** Cardholders	GBP	6,99%+0,35	2	30	-	12	16
Klarna to US/CAD Cardholders	CAD	6,99%+0,40	4	52	-	19	23
Klarna to US/CAD Cardholders	USD	6,99%+0,35	3	39	-	14	17
Klarna to AU/NZ Cardholders	AUD	6,99%+0,65	4	65	-	25	30
Klarna to AU/NZ Cardholders	NZD	6,99%+0,75	4	70	-	24	31
Klarna to Nordics*** Cardholders	EUR	6,99%+0,35	2	36	-	13	16
Klarna to Nordics**** Cardholders	DKK	6,99%+3,5	15	300	-	97	120
Klarna to Nordics**** Cardholders	SEK	6,99%+4,5	24	431	-	155	190
Klarna to Nordics**** Cardholders	NOK	6,99%+4,5	24	426	-	154	190

**The maximum economic conditions applicable to the Merchant for the Service are set out below*
Conditions expressed in absolute value should be intended in the currency of the specific line.
MIF and SF are set by Visa and Mastercard. Current values are always available on the schemes' websites.
The credit fees are applied to each transfer executed by Fabrick; it may be referred to one or more Transactions.

*** Germany, Netherlands, Austria, Belgium, Switzerland*
**** Ireland, Frances, Spain, Portugal, Poland, Czech Republic, Greece*
*****Denmark, Norway, Finland, Sweden*

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COMMUNICATIONS TO CUSTOMERS

Monthly transaction summary*	Monthly	Online: via Dashboard Fabrick, free of charge
Other communications pursuant to Italian Legislative Decree no. 385/1993	On request	Online: by request to Fabrick, free of charge
Summary document	Annual	Online: via Dashboard Fabrick, free of charge
Copy of contract	On request	Online: by request to Fabrick, free of charge
Transaction information	On request	Online: via Dashboard Fabrick, free of charge
Fee applied on Cards	On request	Online: via Dashboard, free of charge

**The document is not produced in case of no transactions.*

ART. 12 - CONTRACT DURATION, TERMINATION AND WITHDRAWAL

This contract has no expiry.
The Merchant may terminate this contract at any time with immediate effect, without charge and without penalty, by sending Fabrick a notice by email or registered letter with return receipt.
Fabrick may terminate this agreement at any time with a notice period of two months by sending the Merchant a registered letter with return receipt/email to the last address communicated in writing by the Merchant.
Following the termination of this contract, the Merchant shall remove all symbols/logos relating to the Service and Fabrick, if any, from its website indicated on the title page of this contract.
The Merchant acknowledges that, throughout the term of the Agreement and after its termination for any reason, Fabrick shall be entitled to defer (for such period as it shall, at its reasonable discretion, deem appropriate, at least 120 days) the date on which payment should be made in order to protect its position with regard to actual or anticipated Chargebacks, refunds and adjustments or any other Merchant liability or relating to any Transaction, whether actual or anticipated.
Without prejudice to the foregoing, in the event that Fabrick believes, based on a justified reason, that the financial condition of the Merchant is deteriorating or that its Transactions present an increased exposure risk to Fabrick , Fabrick may defer payment of the amounts due to the Merchant for such period of time as it deems appropriate, however not exceeding 120 days.
Should Fabrick or the Acquirer, at their sole discretion, change certain terms of provision of the Service, this agreement shall be terminated with 60 calendar days' written notice.

ART. 13 - EXPRESS TERMINATION CLAUSE

Fabrick is entitled to terminate this contract, pursuant to Articles 1453 et seq. of the Italian Civil Code, with immediate effect, by simple letter, or email sent to the Merchant if:

- the Merchant fail to comply with Articles 3 "Merchant's Obligations", 17 "Privacy and Confidentiality" and 19 "Warranties";
- the Merchant is subject to protests, conservatory or enforcement proceedings or judicial mortgage or criminal proceedings;
- the Merchant is in breach of applicable regulations relating to Electronic Commerce, Online Services, Distance Selling, Online Advertising, Consumer Protection, Transparency, Privacy;
- the Merchant performs any act that diminishes the Merchant's financial or economic standing or is detrimental to the image of Fabrick or the Merchant;
- the Merchant has offered goods and/or services for sale in connection with the following list (which Fabrick reserves the right to change and how such changes are communicated):
    - child pornography, material promoting child pornography or in any way contrary to common decency;
    - weapons or related material or documentation advocating violence; goods or objects whose sale is contrary to public order and/or to mandatory legal provisions;
    - goods or services prohibited under the rules of the Schemes;
    - or, in any case, if there is a justified reason.

In such cases, Fabrick also reserves the right to claim compensation for any damage suffered, including damage to its image.
The contract shall be terminated with immediate effect if Fabrick loses the eligibility to provide the Service.

ART. 22 – COMPLAINTS AND OUT-OF-COURT PROTECTION AVAILABLE TO CUSTOMERS

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

- Email or certified email (PEC) to the email address reclami@fabrick.com or the PEC address reclami.fabrick@pec.fabrick.com;
- The dedicated form available in the " Complaints And Dispute Settlement Systems" section of the website 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)

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.

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, 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, 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.

- **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).

- **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.

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.

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

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DEFINITIONS

Acquirer	Party enabling the Acquiring, either directly or through a third-party.
Card	Payment instrument used by the Cardholder, that as an example can be a payment card, a digital wallet, or any other instrument enabled under this contract.
Cardholder	Natural person offering their Card to the Merchant as a means of payment.
Chargeback	Transaction collected by the Merchant which the Cardholder rejects through the issuer bank.
Issuer	Card-issuing institution.
Merchant	Service User.
Micro-enterprise	An enterprise that, at the date upon which the Merchant Agreement is entered into or at any point whilst the Merchant Agreement is in force, meets the definition of a micro-enterprise as defined by the Commission Recommendation No. 2003/361/EC or by decree of the Italian Ministry of Economy and Finance implementing the measures adopted by the European Commission under accordance with Article 104(a) of PSD2, both as amended from time to time.
MIF (Multilateral Interchange Fee)	Multilateral Interchange Fee is a fee paid by the Acquirer to the bank issuing the credit or debit card used to make a payment (issuer banks) for each use of the card. The fee may vary depending on the type of card (for example, debit or credit) the financial risk associated with its use and the country in which it is used (e.g. distinguishing between transactions with merchant and cardholder in the EEA (European Economic Area) country or where only one of them is in the EEA).
Refund	Refund of a transaction to the Cardholder's card that was previously collected by the merchant.
Representment fee	Fee paid to Fabrick for managing the Representment. Representment is the phase in the dispute process when information and documentation is sent to demonstrate that the disputed transaction was authorised and/or that the goods or services were provided as agreed.
Scheme	This shall include international schemes, such as Visa, MasterCard, Eba Clearing, and domestic schemes, such as Bancomat, or other payment systems with which the Merchant is contractually bound by this agreement.
Scheme Fee	Fee (calculated as a percentage) that the Payment Institution pays to the Schemes which varies according to various parameters.
Service	See section "FEATURES ".
Transaction	Payment made by the Cardholder.
Transaction fee	Fee paid by the Merchant for the Service. For Visa and Mastercard, this fee is made up of MIF, Scheme Fees, and the Acquirer's margin. For other payment instruments, it may be made up of a fixed component and a percentage.