

# Terms and conditions of the New POS Terminal Customer Recruitment Offer: Flat Rate 6 months free

## 1. Purpose and duration of the promotion

Banco de Sabadell, S.A. (hereinafter "Banco Sabadell") is carrying out a promotion aimed at new self-employed customers, micro-enterprises and SMEs registered as active customers with the Bank between 1 April and 30 June 2025, both inclusive, who do not have a POS terminal marketed through Banco Sabadell and who contract a new POS terminal with a Flat Rate during the promotional period, between 1 April and 30 June 2025, both dates inclusive.

The aim of this promotion is to offer new customers a Monthly Flat Rate with 6 months free to these customers by discounting their monthly fee.

## 2. Who is it aimed at?

The beneficiary must be a **natural person with the status of a self-employed person or legal entity that is in the category of micro-enterprise or SME**, a new customer of Banco Sabadell, and signs a contract for a new POS terminal between 1 April and 30 June 2025, both inclusive, and that did not previously have a POS terminal marketed through Banco Sabadell.

"New customer" means one who opens an account with Banco Sabadell between 1 April and 30 June 2025, both inclusive, and more than six months have elapsed since the cancellation of the most recent contract they had with the Bank, if any.

POS terminal registrations with Virtual POS mode, Smart Double Screen POS and Smart Phone & Sell POS terminal are excluded from the Promotion.

## 3. Terms and conditions of the promotion

This promotion consists of a Monthly Flat Rate with 6 months free for new self-employed, micro-enterprise and SME customers who sign a contract for a POS terminal marketed by Banco Sabadell with a Monthly Flat Rate within the FR1000 to FR10000 tranches (both inclusive).

Flat Rate (FR)	Monthly Billing	Monthly instalment
Monthly FR 1000	Up to €1000/month	€6/month
Monthly FR 2000	Up to € 2000/month	€ 12/month
Monthly FR 3000	Up to € 3000/month	€ 18/month
Monthly FR 4000	Up to € 4000/month	€ 24/month
Monthly FR 5000	Up to € 5000/month	€ 30/month
Monthly FR 6000	Up to € 6000/month	€ 36/month
Monthly FR 7000	Up to € 7000/month	€ 40/month
Monthly FR 8000	Up to € 8000/month	€ 44/month
Monthly FR 9000	Up to € 9000/month	€ 50/month
Monthly FR 10000	Up to € 10000/month	€ 55/month

The merchant contract will include the Flat Rate tranche that is best suited to the customer according to their projected monthly billing. The customer will be charged the monthly fee as per the selected tranche and for the first six (6) months of the promotion the customer will receive a payment for the amount of the fee that has been paid in the same account from which the monthly fee is debited.

Any other tranche not included in the above Flat Rates table shall be excluded from the Promotion.

### Important points about the Promotion to bear in mind:

- If the monthly billing tranche of the contracted Flat Rate is exceeded, the extra amount billed will be charged at 1.10% of the discount rate from the amount of each transaction.
- If the billing of non-Spanish cards exceeds 10% of the total monthly billing, the 6-months free promotion will be cancelled from that moment and the discount of the Flat Rate fee will not apply for the following months.
- No monthly fee can be refunded to be eligible for the promotion. If the monthly fee has been discounted and the customer subsequently returns the monthly fee, the monthly fee will be

charged again. If the monthly fee has not been discounted and the customer has returned the monthly fee, it will not be discounted.

- Transactions conducted with American Express are excluded from these prices and will not count in the contracted Flat Rate billing tranches as American Express cards have their own rates.
- This promotion means that the customer will keep the contracted Flat Rate for 12 months. If the same or a higher Flat Rate tranche is continuously contracted for the 6 months following the end of the promotion, the relevant penalties will be applied to the amount of the discounted fees during the promotional period.
- The Flat Rate fee includes just one free terminal. If an additional POS terminal is contracted, a cost of €3 per month per POS terminal will apply.

#### **4. Loss of eligibility**

Customers who are in any of the following scenarios shall be excluded from the promotion, and will therefore lose their right to a discount of the Flat Rate fee:

- If they withdraw from the merchant or POS terminal contract;
- If they exceed the limit of 10% of total monthly billing on non-Spanish cards;
- If they switch the rate scheme (lower tranche of the Flat Rate or Discount Rate) during the first 12 months of the product contract term;
- If they return any monthly instalment.

#### **5. Acceptance of the Terms and Conditions**

At its sole discretion, Banco Sabadell, S.A. reserves the right to exclude customers from the promotion if there is tampering or attempted tampering of the promotion or if any of the terms and conditions of these legally binding Terms and Conditions are breached.

Banco Sabadell, S.A. may take the decisions it sees fit to resolve disputes and conflicts arising during the promotion, provided that they are not unduly prejudicial and are equitable.

#### **6. Amendment of the Terms and Conditions**

The Bank reserves the right to determine and amend, at its convenience, the date of the promotional subscription up to a maximum of 10 days prior to the scheduled date and to cancel the promotion, which will result in the cancellation of the promotional subscription with effect from the date of cancellation, as well as to exclude from the subscription those customers it deems to be ineligible or to have acted in bad faith. Such circumstances will be duly communicated by the Bank to customers via the contact details provided.

#### **7. Law and Jurisdiction**

The terms and conditions of this promotion are governed by and subject to the laws and courts of Spain.

#### **8. Personal Data Protection System**

The data controller for personal data processing is Banco de Sabadell, S.A., with registered office at Plaza Sant Roc, 20, 08201 Sabadell.

The purpose is the management and control of participation in the promotion and the actions and operations deriving from it, which may involve sending electronic communications or contacting the data subject through the location data provided. For this purpose, Banco Sabadell, S.A. will access the data related to the type of POS terminal, its situation and billing, in its capacity as the sale and marketing agent of Paycomet, S.L.U.

The rights of access, rectification, objection, erasure, restriction and portability may be exercised in accordance with the provisions of EU Regulation 2016/679 and Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights by writing to the Bank's Data Protection Rights unit, through its registered office or offices or via the following email address: [ejercicioderechosprotecdatos@bancsabadell.com](mailto:ejercicioderechosprotecdatos@bancsabadell.com).

Additional information can be found in the Annex published on the bank's website ([www.bancsabadell.com](http://www.bancsabadell.com) "Information for customers" section "Annex with detailed information on personal data protection").