

# Terms and conditions of the promotion aimed at new customers with a POS terminal

**Sabadell Business Plus account free of requirements, special POS terminal maintenance instalment and minimum billing of €6,000/quarter, payment of €30/quarter (maximum €120/year).**

## 1. Scope

At Banco de Sabadell, S.A. we are offering a promotion aimed at the self-employed, businesses and SMEs who hold a Sabadell Business Plus Account or Sabadell Online Self-Employed Account and who contract and install their first Smart, Smart Mini, Dual Screen, SoftPos Mobile or Dataphone POS terminal.

## 2. Effective term of the promotional offer

For customers who sign up for their first Smart, Smart Mini, Smart Dual Screen, SoftPos Mobile or Dataphone POS terminal between 2 September and 31 December 2024. The promotion will run indefinitely.

Those customers who had a POS terminal registered as active on 1 September 2024 are excluded from the promotion.

## 3. Who is it aimed at?

The beneficiary must be a **natural person registered as being self-employed or a legal entity**. Those in the institutional segment or public sector are excluded.

You must hold a Sabadell Business Plus Account or Sabadell Online Self-Employed Account (current, new registration or change of account type) at the end of the months of September, October, November and December 2024.

- You must sign a contract for and install a new POS<sup>1</sup> terminal during the promotional period.<sup>2</sup>
- The beneficiary must not own any POS terminal device (in any form: physical, virtual, Phone&Sell) registered as active on 1 September 2024.
- In order to qualify for the promotion, the customer must be active and up to date with payments, as must the POS terminal.
- All defaulting customers (more than 90 days in arrears) or similar and/or those for which insolvency proceedings have been declared are excluded from this promotion.

## 4. Terms and conditions of the promotion

- Sabadell Business Plus Account** holders who contract their **first Smart, Smart Mini, Smart Dual Screen, SoftPos Mobile or Dataphone POS terminal** during the Campaign<sup>2</sup> period:
  - will be exempt from the requirements for access to the Sabadell Business Plus Account to which they have linked the new POS terminal.
  - 100% discount on payment of the maintenance fee for the POS<sup>1</sup> contracted and linked to the Sabadell Business Plus Account.
- Sabadell Online Self-Employed Account** holders who sign up for their **first POS terminal<sup>1</sup>** during the Campaign period<sup>2</sup> will be able to enjoy the following benefits:
  - 100% discount on payment of the maintenance fee for the POS<sup>1</sup> terminal contracted and linked to the Sabadell Online Self-Employed Account.

The foregoing conditions shall be maintained indefinitely as long as the customer holds the Sabadell Business Plus Account or Sabadell Online Self-Employed Account who has availed of the promotion and has a POS<sup>1</sup> terminal linked to the account. Both requirements will be observed on a monthly basis. The Sabadell Business Plus Account requirements waiver will only apply to one account per customer. The 100% discount of the POS terminal maintenance fee will only be applied to the first Smart, Smart Mini, SoftPos Mobile or GPRS POS terminal contracted. The Dual Screen POS terminal will incur a maintenance fee of €18.

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<sup>1</sup> Smart, Smart Mini, SoftPos or Dataphone POS terminal. The Dual Screen POS terminal will incur a maintenance fee of €18 per month. All other POS terminal models distributed through Banco Sabadell, S.A. are excluded.

<sup>2</sup>The promotional period is from 2 September 2024 to 31 December 2024.

III. The aforementioned customers will be eligible for the **promotion "Payment of €30/gross/quarter"** (maximum €120/gross/year):

- When billing a minimum amount of €6,000 with any POS terminal of which they are holders.

It will be taken into account in the total sum of billing made with any POS owned by the customer.

There will be a quarterly payment of €30/gross, with a maximum of €120/gross/year.

- It must be a valid Sabadell Business Plus Account or Sabadell Online Self-Employed Account and the POS<sup>1</sup> must be in active status at the end of the calendar quarter.
- Each customer can only receive one discount per person, who must be a holder of the Sabadell Business Plus Account or Sabadell Online Self-Employed Account and of the FUC merchant agreement, regardless of the number of holders.
- The discount is for an indefinite period.

## 5. How will the payment of €30/gross/quarter be made?

- The promotional payment will be paid quarterly, in a single payment for the total amount and with the description 'ABONO PROMO POS', into the account where the POS terminal of the promotion was contracted.
- Payment shall be subject to compliance with the conditions set forth in these Legal Terms and Conditions and Banco Sabadell S.A shall make the payment after verifying that the conditions set for each quarter have been met.
- The payment will be made during the first 15 days of the month following the end of the calendar quarter.
- The observation period of the POS terminal billing for the payment of the promotional discount will start from 1 October or from the date of contracting the new POS terminal if this is later. Therefore, the first quarter of observation shall be Q4 2024, with the first payment to be made during the first 15 days of January 2025.

## 6. Loss of eligibility

- Customers who have closed their Sabadell Business Plus Account or Sabadell Online Self-Employed Account or who did not have a valid POS<sup>1</sup> linked to the aforementioned account will be excluded from the promotion.
- If the minimum quarterly billing of €6,000 is not met, the €30/quarter will not be paid, but not the exclusion from the Campaign. Consequently, you are qualified to receive the credit in that quarter in which you have met the minimum billing requirement of €6,000.
- The customer will be excluded from participation in this promotion if during the promotion validity period and up to the time of the discount the customer is in a situation of default or may have any type of liquid, due and payable debt owed to the Bank or any of its subsidiaries. In this case, the situation must be resolved before receiving the discount. If the debt has not been settled by the due date for payment of the discount, you will lose the right to receive the discount. Also, customers who are declared in insolvency proceedings during the term of the promotion and up to the time of the discount will be excluded from the promotion.

## 7. 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 manipulation or attempted manipulation of the promotion or any of the terms and conditions of these Terms and Conditions are breached.

Banco Sabadell, S.A. may take such decisions as it sees fit with a view to resolving disputes and conflicts arising throughout the promotion, provided that they are not unduly prejudicial and are equitable.

## 8. 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.

## 9. Taxation

This discount of this promotion is considered securities income to be included in the taxable base for personal income tax (IRPF) (Law 35/2006, of 28 November) for natural persons or corporate income tax (Law 27/2014, of 27 November) for legal persons, and is subject to withholding on account of the beneficiary's personal tax at the rate established at any given time by current tax legislation (currently 19%), which the Bank will pass on to the customer. Banco de Sabadell is responsible for complying with the tax obligations of paying the withholding and reporting the income to the Tax Agency.

## 10. Law and Jurisdiction

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

## 11. Personal Data Protection System

The personal data controller is Banco de Sabadell, S.A., with registered office at Avda. Óscar Esplá, 37, 03007 Alicante.

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").