AGRIPLUS ACCOUNT – TERMS AND CONDITIONS

These Terms and Conditions govern the use of AGRIPLUS Accounts opened and held by APS Bank Limited.

It is important that the Account Holder carefully reads and understands these Terms and Conditions.

In these Terms & Conditions, unless the context otherwise indicates, the following expressions shall have the meanings ascribed below:

- **"Account"** means the AGRIPLUS Account operating under the One-Account concept maintained by the Bank in Euro in the name of the Account Holder;
- **"Account Holder"** means the customer in whose name the Bank maintains the Account;
- **"AGRIPLUS Facility"** means the amount by which the Account may be overdrawn, agreed with and notified to the Account Holder by the Bank in connection with agricultural activities carried out by the Account Holder as a full-time or part-time farmer and subject to any other condition agreed to from time to time between the Bank and the Account Holder;
- **"APS 365 Online"** means the service provided by the Bank through internet whereby the Account Holder can carry out certain banking transactions on the Account, that once effected, shall be legally binding, and which service is subject to all terms and conditions then in force that are applicable to that service;
- **"ATM"** means Automated Teller Machine*;*
- **"Bank "** means APS Bank Limited, (C 2192) having its registered address at APS Centre, Tower Street, Birkirkara BKR 4012, Malta and all its assignees and successors in title;
- **"Bank's Base Rate"** means the rate of interest used as a basis by the Bank to determine interest payable and which may be varied by the Bank at its own discretion from time to time;
- **"Card"** means the APS VISA *Debit* Card and / or PREMIER Card, as the case may be, used as a debit card, issued by the Bank to the Account Holder, and any other card issued in the future that bears the same characteristics of the Cards named here. Apart from these Terms and Conditions, the Card is subject to all the terms and conditions then in force that are applicable to that type of Card;
- **"Drawdown Date"** means the date specified in the Sanction Letter by which the AGRIPLUS Facility is to be fully utilised;
- **"EPOS"** means Electronic Point of Sale;
- **"Events of Default"** means the circumstances provided for in the Sanction Letter which result in the facility being withdrawn by the Bank together with any other consequences provided for in the Sanction Letter;
- **"Interest"** means the rates of interest applicable on balances in the Account. The Interest Rate Table is published by the Bank from time to time and are available upon request or can be viewed on www.apsbank.com.mt;
- **"Joint Account Holders"** means two or more Account Holders in whose joint names the Bank maintains the Account;
- **"Sanction Letter"** means the credit agreement between the Bank and the Account Holder stipulating all the General and Specific Terms and Conditions governing the Credit Limit marked on the Account;
- **"Statement"** means a summary of all financial transactions occurring over a given period of time on the Account;
- **"Tariff of Charges"** means the Bank's tariff of charges published by the Bank from time to time and available upon request;
- **"Uncleared Effects"** means cheque/s deposited in the Account that can only be available for withdrawal when they are honoured by the bank/branch on which they are drawn.

In these Terms and Conditions any word or term importing the masculine gender shall include the feminine and neutral gender, any words in the singular shall include the plural and words in the plural shall include the singular.

PART A – OPERATING THE ACCOUNT

1. THE ACCOUNT:

1.1 An Account may be opened only by residents.

1.2 Applications for the opening of an Account are subject to the Bank obtaining such information and documentation on the Account Holder and his activities as the Bank may deem necessary. The opening of the Account shall also be subject to the Account Holder qualifying for the granting of an AGRIPLUS Facility by the Bank. The Bank retains the right to decline any such application.

1.3 The Account Holder shall not overdraw the Account other than by the amount allowable at any one time. Notwithstanding the aforesaid, the Bank is entitled to debit the Account with the amounts of all transactions, including any fees, commissions, charges and interest whether or not the Account is overdrawn or becomes overdrawn as a result.

1.4 If the Account Holder is allowed an AGRIPLUS Facility, this shall be subject to the terms and conditions agreed with the Bank in the sanction letter. For further details on the AGRIPLUS Facility, please refer to PART B – ''Terms Regulating the Borrowing Facility'.

1.5 The Bank has the right, at any time, without giving any prior notice, to set-off any debit balance on the Account against any credit balance held by the Account Holder in another account with the Bank. In instances where the Account Holder has reached his credit limit, the Account may be overdrawn at the Bank's sole discretion. A fee as per Bank's Tariff of Charges is applicable and debit interest is charged on daily debit balances on the account.

1.6 Interest charged on debit balances is calculated and accrues daily and is debited to the Account on charging dates, currently twice yearly. The Bank may consider at its sole discretion to pay interest on the daily (cleared) credit balance on the Account. If the Account earns any interest, and unless advised otherwise, the Bank will charge Withholding Tax, at a rate fixed by the authorities. The interest rate on the Account is as per Interest Rate Table available on www.apsbank.com.mt. Unauthorised overdrawn Accounts, including withdrawals made against Uncleared Effects, may be subject to a fee as per Bank's Tariff of Charges and the Account Holder is expected to repay immediately any such overdrawn amounts together with the applicable fees, commissions, charges and interest.

1.7 A Statement will be mailed to the Account Holder's address every month. If in the period following the last Statement issued, no transactions took place, the Bank reserves the right not to send any Statement. In the case of accounts held in the name of joint Account Holders, only one (1) Statement will be mailed. Any request for additional Statement/s is subject to charges as per Bank's Tariff of Charges. Subscribers to APS365 Online will receive yearly statement. Upon receipt of a Statement, the Account Holder is to verify the transactions and report any incongruence to the Bank within ninety (90) days from date of the Statement.

1.8 Where the Account Holder considers that a transaction was never authorised by him or that it was executed erroneously, the Account Holder should report the matter without any undue delay and not later than thirteen (13) months from the date on which the Account was debited. The Bank will investigate the matter and, if it results that the transaction was unauthorised, it will proceed to refund the amount debited to the Account together with any charges that may have been levied by the Bank in connection with the unauthorised

transaction. This shall be without prejudice to any other right which the Account Holder may be entitled to under other terms and conditions or agreements with the Bank.

1.9 If the Account is left dormant and does not operate for a continuous period of twenty-four (24) months, the Bank has the right to close the Account, provided that any debit balances, including any debit interest on the Account, to date of closure is fully repaid by the Account Holder.

1.10 Any communication by the Bank, including any chequebooks, shall be mailed to the address provided by the Account Holder. The Account Holder must immediately notify the Bank in writing of any change of mailing address. The Bank does not assume any responsibility for communications which fail to reach the Account Holder and it shall be deemed that any such communication shall have been received by the Account Holder if mailed at the mailing address communicated by the Account Holder as per above.

1.11 If the Account Holder wishes to close the Account, he must notify the Bank in writing and he must leave sufficient funds available in the Account to cover any cheques which have been issued and ATM transactions that have not yet been presented for payment. The Account will only be closed on presentation of all outstanding cheques and on the repayment of any sums owed to the Bank on the Account. In addition, if the Account is closed for any reason, the Account Holder must immediately return to the Bank all unused cheques and any Cards linked to the Account.

1.12 The Bank reserves the right to withdraw at its sole discretion any chequebook and / or Cards, especially if there is misconduct of the Account.

1.13. The Bank reserves the right to close the Account at any time if there is a valid reason for doing so. The Bank undertakes to give the Account Holder reasonable notice of such closure. In addition, the Bank may refuse to carry out a transaction or immediately terminate a transaction or reverse a transaction, in whole or in part, if the Bank reasonably believes that the transaction is invalid, in any manner fraudulent or illegal or made in bad faith or that it has not been carried out by the Account Holder or if the Account Holder has not acted in accordance with these Terms and Conditions or for any other justifiable reason. The Bank undertakes to inform the Account Holder of the said refusal, termination or reversal.

1.14 The Account is not transferable.

2. TRANSACTIONS ON THE ACCOUNT:

2.1 Transactions on the Account may be carried out:

- A. At the Bank's branches and agencies (Agencies accept only non-cash transactions).
- B. By means of Card or chequebook.
- C. By means of standing orders, direct debits, direct credits and other automatic transfers.
- D. Through the Bank's ATM network and deposit machines. (Refer to Cut-Off-Time Table on www.apsbank.com.mt)
- E. Through APS 365 Online.
- F. Through the ATM network of Bank of Valletta p.l.c. (limitedly to deposits and withdrawals)

2.2 When deposits are made through the Bank's ATMs or deposit machines, wherever located, the Bank will verify the contents of the deposit envelope and, in the event of a discrepancy between the contents and the amount written and / or entered on the ATM or deposit machine, the Bank's count will be taken as the correct amount of the deposit. The Account Holder will be informed of any discrepancy

2.3 When deposits are made through Bank of Valletta p.l.c, the Bank will credit the Account with the amount indicated by them. The Account Holder will be informed of any discrepancy.

2.4 Local other bank's cheques other than Central Bank cheques are considered as being cleared for interest calculation purposes three (3) Bank working days or as otherwise regulated by the Malta Clearing House, after they have been deposited into the Account. Bank cheques deposited at a branch other than where the account on which the cheque is drawn is held are considered as being cleared for interest calculation purposes one (1) Bank working day after they have been deposited. Likewise, in the case of foreign bank drafts, the clearing period shall be determined in accordance with banking practice. Withdrawal of money which is not cleared for interest calculation purposes may result in debit interest being charged even though the Account shows a credit balance.

2.5 In the case of foreign bank drafts, the Bank reserves the right in its sole discretion to postpone payment of withdrawals drawn against Uncleared Effects that may have been credited to the Account and to claim refund or debit the Account (without loss of exchange plus all local and foreign commissions and charges) in the event of non payment or loss in transit of items paid in.

3. CHEQUEBOOKS, CHEQUES AND CARDS:

3.1 Any chequebook issued by the Bank to the Account Holder remains the property of the Bank and may be withdrawn by the Bank for whatever reason it may deem fit. Unused cheques and / or chequebooks are to be returned to the Bank forthwith upon closure of the Account.

3.2 The Account Holder is to follow the instructions contained on the inside cover of the front and back covers of the chequebook and in particular should see that he does not breach the 'Code of Conduct – Dishonoured Cheques' that is available on www.apsbank.com.mt or upon request from any one of the Bank's branches and agencies.

3.3 The Account Holder is to take the necessary precautions to keep the chequebook safe and prevent its misuse. In particular the Account Holder is:

- A. Not to sign cheques in blank.
- B. To record the details of each cheque issued on the corresponding counterfoil.
- C. To inform the Bank in writing whenever cheques/chequebooks have been stolen or lost and whether a stop payment is to be issued in relation to the same.

3.4 The Account Holder is not to issue pre- or post-dated cheques. If a post-dated cheque is presented for encashment, the Bank has the right, at its sole discretion, not to honour the post-dated cheque and the Bank refutes any liability for any damages suffered.

3.5 The Bank reserves the right to:

- A. Postpone payment of cheques drawn against Uncleared Effects
- B. Claim refund and / or debit the Account in respect of cheques which are unpaid or lost in transit (without loss of exchange, where applicable) plus all charges or in case payment of cheques is subsequently countermanded in terms of law.
- C. Not to honour cheques which may cause the Account to be overdrawn without the Bank's prior agreement. Such cheques will be returned to the presenter and / or depositor and a fee will be levied. Unless specifically authorised by the branch management, the Account Holder is not to withdraw, or issue cheques for an amount which is not available to the Account Holder.
- D. Not to honour cheques if technically incorrect or if a legal impediment exists.

3.6 Cheques are considered valid for six (6) months from date of issue. The Bank reserves the right at its sole discretion not to honour cheques presented for payment after the said six (6) months.

3.7 Additional chequebooks may be ordered at any of the Bank's branches or agencies, via an ATM and through the APS 365 Online.

3.8 Images of encashed cheques may be viewed and printed free of charge from the APS 365 Online. If hard copies are requested at the Bank's branches or agencies or by mail, the Bank's Tariff of Charges will apply

3.9 The Account Holder may apply for any of the Bank's Cards to operate the Account.

4. CHANGING THESE TERMS AND CONDITIONS:

4.1 The Bank may change these Terms and Conditions, including the Tariff of Charges and Interest Rate Table, by introducing new ones, at its sole discretion.

4.2 Without prejudice to the generality of the provisions of Clause 4.1 above, the circumstances when the Bank may vary these Terms and Conditions include:

A. Changes in market conditions or in banking practice.
B. Changes in costs to the Bank.
C. If the Account Holder is in breach of any of these Terms and Conditions or if the Account Holder is otherwise in default.
D. Changes in the law and / or a decision or recommendation of a court, regulator or similar body.
E. The introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities.
F. Merging with or the acquisition of the business of another bank or organisation offering similar services.
G. Changes imposed or requested by any Payment System.
H. Any event occurs or circumstances arise that may reasonably affect the performance by the Account Holder of all or any of the obligations under these Terms and Conditions.

4.3 Changes to these Terms and Conditions shall be communicated to the Account Holder at least two (2) months before their coming into force. In the absence of the Bank receiving any objection in writing thereto from the Account Holder, it shall be deemed that the Account Holder has accepted the proposed changes and any such changes shall be deemed to form part of these Terms and Conditions. This shall not be applicable where the Bank decides to add, delete, amend, vary or change any term and condition of Sanction Letter issued in connection with the AGRIPLUS Facility.

4.4 The Account Holder can close the Account if he does not like any change effected by the Bank.

5. ACCOUNT PROMOTIONS:

5.1 The Bank may promote this product selectively and at its complete discretion.

6. ACCOUNT HOLDER'S PERSONAL INFORMATION:

6.1 The Bank will treat all the Account Holder's personal information that is necessary for the provision of this service as private and confidential, even when he is no longer a customer and nothing about the Account Holder's relationship with the Bank or his name and address will be disclosed to anyone, except with the Account Holder's consent or if required by local law.

6.2 Information about the Account Holder and his Account may be put onto the Bank's database and used, analysed and assessed by the Bank to provide the Account Holder with a better service. Apart from the Bank, this information, including the nature of the Account Holder's transactions, will be disclosed to third parties in order to provide the Account Holder with the service applied for, for marketing purposes, for the purpose of fraud prevention, for audit and debt collection and to enable services to be processed for the Bank in Malta and abroad.

6.3 The Bank aims to keep the Account Holder's information up to date. The Bank may use third parties to process information on its behalf and in all processing of information, the Account Holder's information will be protected by strict codes of secrecy and security to which the Bank, all its staff and third parties are subject to and will only be used in accordance with the Bank's instructions.

6.4 The Bank may also disclose information about the Account Holder and the conduct of the Account to any person to whom the Bank transfers its rights and obligations under these Terms and Conditions.

6.5 If the Account Holder does not want to be contacted for marketing purposes, he should inform the Bank in writing and, unless the Bank receives such written objection, it is presumed that he is authorising the Bank to inform him about services and products that may interest him, by phone, post or any other means.

6.6 Under Data Protection legislation, the Account Holder can ask in writing for a copy of certain personal records the Bank holds about him. The Account Holder also has the right to request rectification, blocking or erasing of such personal data that has not been processed in accordance with such legislation.

6.7 The Bank may monitor or record the Account Holder's telephone calls with the Bank in order to ensure that his instructions are accurately carried out, to help the Bank to continually improve its service and to improve security. In the interest of security the Bank may use CCTV recording equipment in and around its premises.

6.8 When considering applications, the Bank may use credit-scoring methods. It may also search the Electoral Register and carry out identity checks. The Bank may also request information on the Account Holder from credit reference agencies, and use any of this information for identification purposes, debt tracing and the prevention of money laundering as well as the management of the Account. The records will also be used for statistical analysis about credit, insurance and fraud.

7. INTEREST, FEES AND TARIFFS:

7.1 All the required information relating to fees, commissions, charges and interest can be viewed from the Tariff of Charges and Interest Rate Table published on www.apsbank.com.mt

7.2 Changes to any interest rate shall come into effect upon the date specified in the publication of such a change.

8. ACCOUNTS HELD IN JOINT NAMES:

8.1 Until and unless the Bank receives notice to the contrary, when an Account is in joint names, it may issue a chequebook and / or a Card to any one or more joint Account Holders, provided he can solely operate the Account in terms of the relevant mandate instructions and all these Terms and Conditions shall apply.

8.2 The Bank reserves the right to pay and deduct from the Account all amounts which the joint Account Holders, authorised to operate the Account in terms of the relevant mandate instructions, instruct or otherwise authorise the Bank to pay. This applies whether the Account is in credit or overdrawn, or becomes overdrawn as a result, and if payment cannot be stopped, it continues to apply even after the Bank receives notice to the contrary.

8.3 Each joint Account Holder is jointly and individually responsible for any transaction effected on the Account and for complying with these Terms and Conditions.

8.4 By signing these Terms and Conditions, each and every joint Account Holder agrees that when Statements or other notices are sent by the Bank, no more than one (1) copy is necessary and that these are sent to the mailing address given by the Account Holders.

9. NON-PHYSICAL ACCOUNT HOLDERS:

9.1 Where the Account Holder is not a physical person, Clause 8.1 and Clause 8.2 shall apply. So however that reference to 'the joint Account Holder/s' shall be construed as references to the authorised signatories.

9.2 The other provisions of these Terms and Conditions shall apply accordingly.

PART B - TERMS REGULATING THE BORROWING FACILITY:

10. AMOUNT AND PURPOSE:
10.1 The AGRIPLUS Facility may be granted up to a maximum amount of €350,000 and is not to exceed 80% of the total capital outlay and/or investment requirement in connection with agricultural activities carried out by a full-time or part-time farmer.
10.2 Operates under the One-Account concept where all the savings, income and business takings of the Account Holder are to be deposited into this Account, which would reduce the daily borrowings and hence the debit interest charged.

11. DEBIT INTEREST:
11.1 The debit interest rate applicable on daily outstanding debit balances on the Account will be a margin currently varying from 0.75% to 3% per annum over the Bank's Base Rate, depending on a number of considerations.
11.2 The Bank is not obliged to honour payments from the Account which result in an excess over the approved debit limit. However, the Bank may apply, on Account excesses and arrears, an additional debit interest rate of 2% p.a. above the rate charged on the regular borrowings, or any higher rate allowed by Law.

12. REPAYMENT:
12.1 Repayment of the AGRIPLUS facility may be spread over a maximum term of 20 years depending on the expected useful economic life of the asset being financed and the particular circumstances of the Account Holder.
12.2 The yearly repayments are not to exceed 30% of the gross yearly earnings of the Account Holder.

13. SECURITY:
13.1 When an AGRIPLUS Facility is granted, the Bank may require the Account Holder to provide any one or more of the following security:

A. General and Special hypothecary charges over immovable property. This involves a public deed of borrowing.
B. Pledge on quasi-cash or cash collateral.
C. Pledge on an adequate life assurance policy together with a permanent disability insurance cover in the name of the Account Holder.
D. Pledge on an adequate insurance policy covering buildings hypothecated in Bank's favour and also covering stocks and materials held in trade.
E. Any other security deemed necessary in the circumstances.

14. GENERAL TERMS:
14.1 The property being financed and specifically hypothecated in favour of the Bank shall not be let, rented out, charged in favour of any third party, nor shall it be transferred in any manner, including by title of lease, to any third party without the prior written consent of the Bank.
14.2 Prior to drawdown of the AGRIPLUS Facility the Bank is to be provided with the last ground rent receipt of the property (if not freehold) being hypothecated and thereafter, this has to be also provided on an annual basis.
14.3 A processing fee as specified in the Bank's Tariff of Charges will be collected upon issuance of the Sanction Letter.
14.4 Where applicable, the Bank's legal fees as specified in the Bank's Tariff of Charges will be collected upon signing of the hypothecary deed of borrowing.
14.5 A commitment fee as specified in the Bank's Tariff of Charges is payable on the unutilised portion of the AGRIPLUS Facility limit, if not fully utilised by the Drawdown Date advised in the Sanction Letter. The fee accrues after the agreed Drawdown Date.
14.6 The Account Holder is to provide to the Bank all and any financial information as the Bank, may in its sole discretion and at such frequency as deemed necessary, demand from the Account Holder on the conduct of the Account and of his business.
14.7 In case of termination of the AGRIPLUS Facility, the Bank reserves the right to use any credit balance on other accounts held by the Account Holder, whether jointly or separately, to reduce the debit balance of the Account.
14.8 The Bank reserves the right to add, delete, amend, vary or change the security at any time at its discretion and the security provided is to be considered as applying to all banking facilities which the Bank may be making available to the Account Holder from time to time.
14.9 By signing the Sanction Letter including its General and Specific Conditions, the Account Holder:

A. Gives the Bank the consent to make enquiries on his account with the Director of Agriculture.
B. Undertakes to route all his savings, income and business takings through the Account.
C. Authorizes the Bank to automatically debit the Account to pay the premia and relevant charges in respect of the insurance policies pledged with the Bank, and any other relevant charges,
D. Undertakes not to overdraw the Account beyond the limit established in the Sanction Letter.

14.10 The Bank reserves the right not to advance any sums until the security requested has been provided and all conditions requested in the Sanction Letter are fulfilled.
14.11 The Bank reserves unto itself the right to add, delete, amend, vary or change these Terms and Conditions including the Interest Rate Table. These Terms and Conditions could be overridden only by terms and conditions of a Sanction Letter pertaining to the Account Holder. The Bank reserves the right to add, delete, amend, vary or change the said terms and conditions (including the interest rate, term, security requirements, fees and charges) for collateral, legal, regulatory, administrative or market reasons or upon the occurrence of any one of the Events of Default referred to in the Sanction Letter. The Bank will give reasonable prior notification to the Account Holder accordingly.
14.12 The Account Holder undertakes to reimburse the Bank's legal fees, charges and expenses in connection with the perfection of or continuation of security covering the AGRIPLUS facility.
14.13 The Account Holder is required to provide the Bank, through his Notary, a copy of the search conducted at the Lands Registry (Form E) as well as a detailed Architect's plan and site plan/s in accordance with the requirements of the Lands Registry, when liaising with the Bank's legal advisor for the signing of the public deed of borrowing. ***(Applicable in case of hypothecary deeds of borrowing)***

PART C - GENERAL

15. GENERAL:
15.1 The Account Holder is to pay all fees, commissions, charges and interests chargeable in connection with the Account together with any costs that the Bank may incur and impose whenever the Account Holder breaches any of these Terms and Conditions.
15.2 The Bank may transfer all or any of its rights and / or obligations to a person that it reasonably considers capable of performing them. References to the 'Bank' in these Terms and Conditions should then be read as references to the person to whom any relevant rights and / or obligations were transferred. The Account Holder may not assign or transfer any of his rights and / or obligations under these Terms and Conditions.

15.3 The Bank may on occasion, at its sole discretion and without prejudice to any of its rights, acquired or not:

A. Allow the Account Holder extra time to comply with his obligations. Or
B. Decide not to exercise any or all of its rights. Or
C. Extend the period for which any preferential terms and conditions may apply.

Where the Bank refrains from exercising any of its rights, any such conduct should not be deemed as being tantamount to a renunciation of such rights which it may exercise at any time as allowed by law.

15.4 Should the Account Holder request the Bank to send any statement, cheque book, card and / or any other document to a "c/o address" he will assume full responsibility should he fail to receive such items and / or for any other breach of security.

15.5 The Bank shall not be liable for any loss occasioned to the Account Holder due to any failure or delay caused by strikes, industrial action, failure of power supply or equipment, or any other causes beyond the Bank's reasonable control and any instances of force majeure.

15.6 If the Bank does not deliver the standard of service expected by the Account Holder, or if the Account Holder believes that, there are any inaccuracies on the account, the Account Holder is invited to inform the Bank accordingly. The Bank will then investigate and, where appropriate and necessary, take immediate action to rectify the situation. The Bank also promises to take the necessary steps to prevent a recurrence.

15.7 Complaints are to be made verbally or in writing to the appropriate branch manager or by phoning the Customer Support Centre on Telephone Number 2122 6644 or write to the manager on csc@apsbank.com.mt. The Bank will investigate and, where appropriate and necessary, take immediate action to rectify the situation. All complaints will be acknowledged and the Account Holder will be informed accordingly of the investigation's outcome. In the event that the Account Holder is dissatisfied with the outcome of the Bank's investigations, he may direct his complaint in writing to the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR 3000, Malta or on consumerinfo@mfsa.com.mt.

15.8 The Account Holder may communicate with the Bank either in English or Maltese, with the Bank preferring to communicate in English. Communications are to be in writing and, unless otherwise stated or agreed, are to be addressed to the manager, Customer Support Centre, APS Centre, Tower Street, Birkirkara BKR4012, Malta.

15.9 The Account Holder is bound by these Terms and Conditions when applying in person at one of the Bank's branches and agencies. In such a case, the applicant may be requested to sign a hard copy of these Terms and Conditions for retention by the Bank.

15.10 These Terms and Conditions are to be governed by Maltese Law and the Parties submit to the exclusive jurisdiction of the Courts of the Maltese Islands.

15.11 The Bank reserves the right to lay down further conditions and / or to amend these Terms and Conditions (including the Tariff of Charges and Interest Rate Table) for any reason whatsoever. Reasonable notice thereof shall be given.

15.12 The Bank is subject to the Depositor Compensation Scheme established in terms of Legal Notice 369 of 2003 as subsequently amended and operated by the Malta Financial Services Authority. Subject to the conditions imposed by the said Legal Notice, credit balances on accounts denominated in Euro or in any other currency of an EEA State held with the Bank are guaranteed up to a maximum of €100,000 or its equivalent in any other EEA currency per person. Determination of any claim for compensation rests with the Malta Financial Services Authority. More information on this Scheme can be obtained from www.compensationschemes.org.mt or www.mfsa.com.mt.

15.13 When the Account is used by the Bank for providing further services to the Account Holder, these Terms and Conditions should be read in conjunction with any agreement or terms and conditions governing the additional services provided. In particular the Account Holder should be aware that the Account falls to be considered as a payment account and that the Payment Services Directive – General Terms and Conditions are applicable, with the provisions of the latter superseding any conflicting clauses contained herein.

I / We, the undersigned, do hereby declare that I / We have been provided with a copy of the AGRIPLUS Account – Terms and Conditions issued by APS Bank Limited and that I /We have read, understood and agree to the same.

______________________________________ ____________________

Signature / s Date

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Name / s and Surname / s

These Terms and Conditions have been issued by APS Bank Limited (C2192) which operates from APS Centre, Tower Street, Birkirkara BKR4012, Malta. APS Bank Limited is licensed as a credit institution by the Malta Financial Services Authority and is authorised to provide payment services. Copies of any terms & conditions are available from any branch or agency of APS Bank Limited or may be downloaded from www.apsbank.com.mt.

APS BANK LIMITED
Registered Office: APS Centre, Tower Street, Birkirkara BKR 4012 – Malta
Registration No. C 2192 BIC CODE: APSBMTMT

TERMINI U KUNDIZZJONIJIET
għall-
KONT AGRIPLUS
(AGRIPLUS ACCOUNT)

Dawn it-termini u kundizzjonijiet jirregolaw l-użu ta' Kont AGRIPLUS miftuħ u miżmum mal-APS Bank Limited.

Huwa importanti li d-Detentur tal-Kont jaqra dawn it-Termini u Kundizzjonijiet bl-attenzjoni u jifhimhom sew.

F'dawn it-Termini u Kundizzjonijiet, fejn il-kuntest ma jindikax mod ieħor, l-espressjonijiet li ġejjin għandhom it-tifsira mogħtija lilhom hawn taħt:

- **"APS 365 Online"** tfisser is-servizz li l-Bank jipprovdi permezz tal-Internet illi bih id-Detentur tal-Kont jista' jwettaq ċerti tranżazzjonijiet bankarji fuq il-Kont illi, darba magħmulin, ikunu jorbtu legalment, u liema servizz ikun soġġett għat-termini u kundizzjonijiet kollha li jkunu in forza u applikabbli għalih dakinhar li jintuża;
- **"ATM"** tfisser Automated Teller Machine*;*
- **"Bank"** tfisser l-APS Bank Limited, (C 2192) li għandu l-uffiċċju reġistrat f' APS Centre, Triq it-Torri, Birkirkara BKR 4012, Malta u ċ-ċessjonarji u s-suċċessuri kollha tiegħu b'titlu;
- **"Detentur tal-Kont"** tfisser il-klijent li f'ismu huwa miżmum il-Kont mill-Bank;
- **"Detenturi ta' Kont Konġunt"** tfisser żewġ Detenturi jew aktar ta' Kont li l-Bank iżomm fl-ismijiet konġunti tagħhom;
- **"Effetti mhux Ikklerjati"** tfisser depożitu jew depożiti fil-Kont magħmulin b'ċekk, li jkunu jistgħu jinġibdu biss wara li jkunu onorati mill-bank jew fergħa li fuqha jkun miktub iċ-ċekk;
- **"EPOS"** tfisser postazzjoni ta' bejgħ elettronika (Electronic Point of Sale);
- **"Faċilità AGRIPLUS"** tfisser il-bilanċ massimu ta' debitu (dejn) miftiehem bejn il-Bank u d-Detentur tal-Kont, u li dwaru l-Bank ikun ta avviż lid-Detentur tal-Kont, li jkun permess fuq il-kont in konnessjoni mal-attività agrikola li d-Detentur tal-Kont ikun qed jagħmel bħala bidwi full-time jew part-time, u li jkun soġġett għal kwalunkwe kundizzjoni oħra li minn żmien għal żmien jistgħu jiftiehmu fuqha l-Bank u d-Detentur tal-Kont;
- **"Ittra ta' Konferma"** tfisser il-ftehim ta' kreditu bejn il-Bank u d-Detentur tal-Kont li fih ikun hemm stipulati t-Termini u Kundizzjonijiet Ġenerali u Speċifici li jirregolaw il-Limitu ta' Kreditu mmarkat fuq il-Kont;
- **"Kard"** tfisser l-APS VISA *Debit* Card u / jew il-PREMIER Card, skont il-każ, li tintuża bħala karta ta' debitu u li tinħareġ mill-Bank lid-Detentur tal-Kont, u kwalunkwe kard oħra li l-Bank jista' joħroġ fil-futur li jkollha l-istess karatteristiċi tal-Kards imsemmija hawn. Minbarra dawn it-Termini u Kundizzjonijiet, il-Kard hija soġġetta wkoll għat-termini u kundizzjonijiet kollha li jkunu in forza u applikabbli għal Kard ta' dak it-tip dakinhar li tintuża;
- **"Każi ta' Inadempjenza"** tfisser iċ-ċirkostanzi li taħseb għalihom l-Ittra ta' Konferma tal-faċilità tas-self u li b'riżultat tagħhom ikun hemm revoka tal-faċilità mill-Bank kif ukoll konsegwenzi oħra kif ipprovdut fl-Ittra ta' Konferma;
- **"Kont"** tfisser il-Kont AGRIPLUS li jaħdem fuq il-kunċett ta' Kont Uniku, miżmum mill-Bank fil-munita Ewro f'isem id-Detentur tal-Kont;
- **"L-Aħħar Data tal-Ġbid"** tfisser id-data stipulata fl-Ittra ta' Konferma sa meta l-Faċilità AGRIPLUS trid tkun utilizzata kollha;
- **"Mgħax"** tfisser ir-rati tal-imgħax li japplikaw fuq il-bilanċi fil-Kont. Minn żmien għal żmien il-Bank jippubblika t-Tabella tar-Rati tal-Imgħax u jqegħedha għad-dispożizzjoni ta' min jitlobha jew min irid jaraha fuq is-sit elettroniku www.apsbank.com.mt;
- **"Rata Bażi tal-Bank"** tfisser ir-rata tal-imgħax li l-Bank juża bħala bażi li fuqha jiddetermina l-imgħax li jitħallas u li l-Bank fid-diskrezzjoni tiegħu jista' jċaqlaqha minn żmien għal żmien;
- **"Rendikont"** tfisser ġabra fil-qosor tat-tranżazzjonijiet finanzjarji kollha li jkunu għaddew fil-Kont fuq perijodu determinat ta' żmien;
- **"Tariffa tad-Drittijiet"** tfisser it-tariffa tad-drittijiet tal-Bank illi l-Bank jippubblika minn żmien għal żmien u li tkun għad-dispożizzjoni ta' min jitlobha.

F'dawn it-Termini u Kundizzjonijiet kliem jew termini li jimportaw il-ġeneru maskil jinkludu wkoll il-ġeneru femminil u dak newtru, u l-kliem miktubin fis-singular jinkludu l-plural u dawk fil-plural jinkludu s-singular.

PARTI A – KIF JAĦDEM IL-KONT

1. IL-KONT:

1.1 Kont jista' jinfetaħ biss minn persuni residenti.

1.2 Meta ssir applikazzjoni għall-ftuħ ta' Kont il-Bank jista' jitlob u / jew jiġbor dik l-informazzjoni u dokumentazzjoni fuq id-Detentur tal-Kont u l-attivitajiet tiegħu li l-Bank jidhirlu neċessarja. Il-Kont jinfetaħ biss jekk l-applikant ikun jikkwalifika għall-għoti mill-Bank tal-Faċilità AGRIPLUS. Il-Bank iżomm id-dritt li jirrifjuta kwalunkwe applikazzjoni.

1.3 Id-Detentur tal-Kont ma jistax jiġbed mill-Kont ammont ta' self kurrenti akbar minn dak li jkun permess lilu f'xi ħin jew ieħor. Minkejja dan, il-Bank ikun intitolat li jiddebita l-Kont bl-ammont ta' kull tranżazzjoni, inklużi drittijiet, kummissjonijiet, tariffi u mgħax, anke jekk il-kont ikollu bilanċ negattiv jew jispiċċa b'bilanċ negattiv bħala riżultat.

1.4 Jekk id-Detentur tal-Kont ikun ingħata Faċilità AGRIPLUS, din tkun soġġetta għat-termini u kundizzjonijiet miftiehma mal-Bank fl-Ittra ta' Konferma. Aktar dettalji dwar il-Faċilità AGRIPLUS jinstabu fil-PARTI B – "Termini li Jirregolaw il-Faċilità ta' Self".

1.5 Il-Bank għandu d-dritt, ikun meta jkun u mingħajr ma jagħti avviż minn qabel, li jpaċi bilanċ negattiv fuq il-Kont kontra kwalunkwe bilanċ pożittiv li d-Detentur tal-Kont jista' jkollu f'xi kont ieħor mal-Bank. Fil-każi fejn id-Detentur tal-Kont ikun wasal sal-limitu tal-kreditu, jista' jkun permess, unikament fid-diskrezzjoni tal-Bank, li jinġibdu aktar flus mill-Kont. Ikun irid jitħallas dritt skont it-Tariffa tad-Drittijiet tal-Bank, u jkun dovut imgħax ta' debitu li jinħadem fuq il-bilanċi ta' debitu ta' kuljum li jkun hemm fil-kont.

1.6 L-imgħax dovut fuq bilanċi ta' debitu jiġi maħdum u miġmugħ kuljum u jkun iddebitat fil-Kont fid-dati meta jgħaddi l-proċess tad-debitu, bħalissa darbtejn fis-sena. Il-Bank jista' jikkunsidra, unikament fid-diskrezzjoni tiegħu, li jħallas imgħax fuq il-bilanċ ta' kreditu (ikklerjat) ta' kull jum fuq il-Kont. F'każ li l-Kont jiġi kkreditat b'xi mgħax, u sakemm ma jkunx ġie avżat mod ieħor, il-Bank iżomm it-Taxxa Finali fuq l-Imgħax, skont ir-rata ffissata mill-awtoritajiet. Ir-rata tal-imgħax fuq il-Kont tkun skont it-Tabella tar-Rati tal-Imgħax li tinstab fuq is-sit elettroniku www.apsbank.com.mt. Kontijiet li jkollhom bilanċi negattivi mhux awtorizzati, inkluż ġbid ta' Effetti mhux Ikklerjati, jistgħu

jkunu soġġetti għal dritt skont it-Tariffa tad-Drittijiet tal-Bank, u d-Detentur tal-Kont ikun mistenni li jħallas lura immedjatament tali bilanċi negattivi flimkien mad-drittijiet, kummissjonijiet, tariffi u mgħax, jekk ikun hemm.

1.7 Rendikont ikun impustat fl-indirizz tad-Detentur tal-Kont kull xahar. Jekk ma jkunux għaddew tranżazzjonijiet minn mindu jkun ħareġ l-aħħar Rendikont, il-Bank jirriżerva d-dritt li ma jibgħatx Rendikont. Fil-każ ta' kontijiet miżmuma f'isem Detenturi ta' Kont Konġunt, Rendikont wieħed (1) biss ikun impustat. Jekk ikun hemm talba għal Rendikont(i) addizzjonali dawn ikunu soġġetti għad-drittijiet skont it-Tariffa tad-Drittijiet tal-Bank. L-abbonati tal-APS 365 Online jirċievu Rendikont darba fis-sena. Meta jirċievi Rendikont, id-Detentur tal-Kont għandu jivverifika t-tranżazzjonijiet u jirrapporta kwalunkwe nuqqas ta' qbil lill-Bank fi żmien disgħin (90) jum mid-data tar-Rendikont.

1.8 Fejn id-Detentur tal-Kont jidhirlu li xi tranżazzjoni qatt ma kienet awtorizzata minnu jew li għaddiet ħażin, id-Detentur tal-Kont għandu jirrapporta l-materja mingħajr dewmien żejjed u mhux aktar tard minn tlettax-il (13-il) xahar mid-data li fiha l-Kont ikun ġie debitat. Il-Bank jinvestiga l-materja u, jekk jirriżulta li t-tranżazzjoni ma kinetx awtorizzata, jipproċedi biex jirrifondi l-ammont debitat fil-Kont flimkien mad-drittijiet li setgħu jkunu nġabru mill-Bank għar-rigward ta' dik it-tranżazzjoni mhux awtorizzata. Dan isir mingħajr preġudizzju għal kwalunkwe dritt ieħor li jista' jkollu d-Detentur tal-Kont taħt xi termini u kundizzjonijiet oħrajn jew xi ftehim ieħor mal-Bank..

1.9 Jekk il-Kont jitħalla rieqed u ma jintużax għal perijodu kontinwu ta' erbgħa u għoxrin (24) xahar il-Bank ikollu d-dritt jagħlaq il-Kont, imma d-Detentur tal-Kont ikollu jagħmel ħlas sħiħ ta' kull bilanċ ta' debitu, inkluż kull imgħax ta' debitu, li jista' jkun hemm fuq il-Kont sad-data tal-għeluq.

1.10 Kull komunikazzjoni mill-Bank, inklużi l-kotba taċ-ċekkijiet, tintbagħat bil-posta fl-indirizz ipprovdut mid-Detentur tal-Kont. Id-Detentur tal-Kont għandu javża lill-Bank minnufih bil-miktub jekk ikun hemm xi tibdil fl-indirizz postali. Il-Bank ma jassumi ebda responsabbiltà għall-komunikazzjonijiet li ma jaslux għand id-Detentur tal-Kont, u l-preżunzjoni tkun li d-Detentur tal-Kont ikun irċieva kull komunikazzjoni mibgħuta fl-indirizz postali li hu jkun ikkomunika lill-Bank, kif imsemmi hawn fuq.

1.11 Jekk id-Detentur tal-Kont ikun jixtieq jagħlaq il-Kont għandu javża lill-Bank bil-miktub u għandu jħalli biżżejjed fondi fil-Kont biex ikopri kwalunkwe ċekkijiet li seta' jkun ħareġ u tranżazzjonijiet li seta' għamel fuq l-ATMs li ma jkunux għadhom ġew ippreżentati għall-ħlas. Il-Kont jingħalaq biss wara li jkunu ġew ippreżentati ċ-ċekkijiet pendenti kollha u wara li jkunu tħallsu l-ammonti kollha li setgħu kienu dovuti lill-Bank fuq dak il-Kont. Barra minn dan, jekk il-Kont jingħalaq għal xi raġuni hi xinhi, id-Detentur tal-Kont għandu minnufih jagħti lura lill-Bank iċ-ċekkijiet kollha mhux użati u l-Kards kollha marbutin ma' dak il-Kont.

1.12 Il-Bank jirriżerva d-dritt unikament fid-diskrezzjoni tiegħu li jirtira kwalunkwe ktieb taċ-ċekkijiet u / jew Kard, speċjalment jekk ikun hemm xi skorrettezza fit-tħaddim tal-Kont.

1.13. Il-Bank jirriżerva d-dritt li jagħlaq il-Kont, ikun meta jkun, jekk ikun hemm raġuni valida biex jagħmel hekk. Il-Bank jikkommetti ruħu li javża lid-Detentur tal-Kont raġonevolment bil-quddiem li jkun se jagħlaq il-Kont. Inoltre, il-Bank jista' jirrifjuta li jeżegwixxi xi tranżazzjoni jew jista' minnufih jittermina tranżazzjoni jew ireġġagħha lura, totalment jew in parti, jekk il-Bank ikollu raġuni biżżejjed biex jemmen li t-tranżazzjoni hija invalida, jew b'xi mod qarrieqa jew illegali jew magħmula in malafede jew li ma saritx mid-Detentur tal-Kont jew jekk id-Detentur tal-Kont ma jkunx aġixxa skont dawn it-Termini u Kundizzjonijiet jew għal kwalunkwe raġuni oħra ġustifikabbli. Il-Bank jikkommetti ruħu li jinforma lid-Detentur tal-Kont b'tali rifjut, terminazzjoni jew treġġigħ lura.

1.14 Il-Kont mhuwiex trasferibbli.

2. TRANŻAZZJONIJIET FUQ IL-KONT:

2.1 It-tranżazzjonijiet fuq il-Kont jistgħu jsiru:

A. Fil-fergħat u l-aġenziji tal-Bank (L-aġenziji jaċċettaw biss tranżazzjonijiet li ma jinvolvux flus kontanti).
B. Permezz ta' Kard jew ċekk.
C. Permezz ta' ordnijiet fissi, debiti diretti, krediti diretti u trasferimenti oħra awtomatiċi.
D. Permezz tas-sistema tal-ATMs u l-magni ta' depożitu tal-Bank. (Ara t-Tabella tal-Ħinijiet ta' Qtugħ il-Linja fuq is-sit elettroniku www.apsbank.com.mt.)
E. Permezz tal-APS 365 Online.
F. Permezz tas-sistema tal-ATMs tal-Bank of Valletta p.l.c. (depożitu u ġbid biss).

2.2 Meta jsiru depożiti permezz tal-ATMs jew tal-magni ta' depożitu tal-Bank, huma fejn huma, il-Bank jivverifika l-kontenut tal-envelop tad-depożitu u, fl-eventwalità ta' diskrepanza bejn il-kontenut u l-ammont miktub u / jew entrat fl-ATM jew fil-magna tad-depożitu, l-ammont li jirriżulta lill-Bank jittieħed bħala l-ammont korrett tad-depożitu. Id-Detentur tal-Kont jiġi informat bid-diskrepanza.

2.3 Meta jsiru depożiti permezz tal-Bank of Valletta p.l.c, il-Bank jikkredita l-Kont bl-ammont li jindikawlu huma. Id-Detentur tal-Kont jiġi informat jekk ikun hemm xi diskrepanza.

2.4 Ċekkijiet ta' banek oħra lokali, apparti l-Bank Ċentrali, jiġu meqjusa bħala kklerjati għall-finijiet tal-kalkolu tal-imgħax tlett (3) ijiem ta' xogħol tal-Bank, jew fi żmien ieħor skont kif regolat mill-Malta Clearing House, wara li jkunu ġew depożitati fil-Kont. Ċekkijiet tal-Bank li jkunu depożitati f'fergħa li mhijiex l-istess waħda fejn ikun miżmum il-kont li fuqu jkun miktub iċ-ċekk jiġu meqjusa bħala kklerjati għall-finijiet tal-kalkolu tal-imgħax jum wieħed (1) ta' xogħol tal-Bank wara li jkunu ġew depożitati fil-Kont. Bl-istess mod, fil-każ ta' ċekkijiet bankarji ta' banek barranin il-perijodu tal-ikklerjar ikun determinat skont il-prassi bankarja. Il-ġbid ta' flus li ma jkunux għadhom ġew ikklerjati għall-finijiet tal-kalkolu tal-imgħax jista' jwassal biex jiġi debitat imgħax anke jekk il-Kont ikun juri li hemm bilanċ ta' kreditu.

2.5 Fil-każ ta' ċekkijiet bankarji ta' banek barranin, il-Bank jirriżerva d-dritt unikament fid-diskrezzjoni tiegħu li jiddifferixxi l-pagament ta' ġbid kontra l-Effetti mhux Ikklerjati li setgħu ġew ikkreditati fil-Kont u li jitlob rifużjoni jew jiddebita l-Kont (mingħajr telf tal-kambju u biż-żieda tal-kummissjonijiet u d-drittijiet kollha lokali u barranin) fl-eventwalità li xi ammonti entrati ma jitħallsux jew jintilfu in tranżitu.

3. KOTBA TAĊ-ĊEKKIJIET, ĊEKKIJIET U KARDS:

3.1 Kull ktieb taċ-ċekkijiet li joħroġ il-Bank lid-Detentur tal-Kont jibqa' proprjetà tal-Bank u jista' jiġi rtirat mill-Bank għal kwalunkwe raġuni li jidhirlu hu. Ċekkijiet u / jew kotba taċ-ċekkijiet mhux użati għandhom jingħataw lura lill-Bank minnufih meta jingħalaq il-Kont.

3.2 Id-Detentur tal-Kont għandu jsegwi l-istruzzjonijiet miktubin fuq il-naħa ta' ġewwa tal-qoxra tal-faċċata u dik ta' wara tal-ktieb taċ-ċekkijiet u b'mod partikolari għandu jqis li ma jiksirx il-"Kodiċi ta' Kondotta dwar Ċekkijiet mhux Onorati" li jinstab fuq is-sit elettroniku www.apsbank.com.mt u jista' jinkiseb minn kwalunkwe fergħa jew aġenzija tal-Bank.

3.3 Id-Detentur tal-Kont għandu jieħu l-prekawzjonijiet neċessarji biex iħares il-ktieb taċ-ċekkijiet u ma jħallihx jiġi użat ħażin. B'mod partikolari id-Detentur tal-Kont għandu:

A. Jonqos milli jiffirma ċekkijiet inbjank.
B. Għal kull ċekk maħruġ, iżomm nota tad-dettalji taċ-ċekk fuq il-mamma tiegħu.
C. Jinforma lill-Bank bil-miktub kull meta xi ċekk jew ktieb taċ-ċekkijiet jinsteraq jew jintilef u jekk għandhiex tinħareġ ordni ta' twaqqif ta' pagament għar-rigward tagħhom.

3.4 Id-Detentur tal-Kont m'għandux joħroġ ċekkijiet b'dati bil-quddiem jew b'lura. Jekk ċekk maħruġ b'data bil-quddiem jiġi ppreżentat biex jissarraf, il-Bank jirriżerva d-dritt unikament fid-diskrezzjoni tiegħu li ma jonorax iċ-ċekk maħruġ bid-data bil-quddiem, u l-Bank jirrifjuta kwalunkwe obbligazzjoni għal xi danni mġarrba.

3.5 Il-Bank jirriżerva d-dritt li:

A. Jiddiferixxi l-pagament ta' ċekkijiet maħruġa kontra Effetti mhux Ikklerjati.
B. Jitlob rifużjoni u / jew jiddebita l-Kont fir-rigward ta' ċekkijiet li ma jitħallsux jew li jintilfu in tranżitu (mingħajr telf ta' kambju, fejn ikun il-każ) b'żieda tad-drittijiet kollha, jew fil-każ li l-ħlas taċ-ċekkijiet jiġi sussegwentement kontramandat skont il-liġi.
C. Ma jonorax ċekkijiet li bihom jinġibed ammont akbar minn dak disponibbli fil-Kont, mingħajr ma jkun awtorizzat minn qabel mill-Bank. Tali ċekkijiet jintbagħtu lura lil min jippreżentahom u / jew jiddepożitahom u jinżamm dritt. Sakemm ma jkunx

speċifikament awtorizzat mill-maniġer tal-fergħa, id-Detentur tal-Kont m'għandux jiġbed ammont, jew joħroġ ċekkijiet għal ammont, li ma jkunx disponibbli għad-Detentur tal-Kont.

D. Ma jonorax ċekkijiet jekk ma jkunux teknikament korretti jew jekk ikun jeżisti xi impediment legali.

3.7 Iċ-ċekkijiet jibqgħu jitqiesu validi sa sitt (6) xhur mid-data tal-ħruġ. Il-Bank jirriżerva d-dritt unikament fid-diskrezzjoni tiegħu li ma jonorax ċekkijiet li jkunu ppreżentati għall-ħlas wara dawk is-sitt (6) xhur.

3.7 Kotba addizjonali taċ-ċekkijiet jistgħu jiġu ordnati minn kull fergħa jew aġenzija tal-Bank, minn ATM jew mill-APS 365 Online.

3.8 Ritratti taċ-ċekkijiet imsarrfa jistgħu jittellgħu fuq l-APS 365 Online u jiġu stampati minn hemm b'xejn. Kopji fuq karta jistgħu jintalbu mill-fergħat jew l-agenziji tal-Bank jew bil-posta. F'dawn il-każi tkun tapplika t-Tariffa tad-Drittijiet tal-Bank.

3.9 Id-Detentur tal-Kont jista' japplika għal xi waħda jew iżjed mill-Kards tal-Bank biex iħaddem il-Kont.

4. TIBDIL F'DAWN IT-TERMINI U KUNDIZZJONIJIET:

4.1 Il-Bank jista' jibdel dawn it-Termini u Kundizzjonijiet, inklużi t-Tariffa tad-Drittijiet u t-Tabella tar-Rati tal-Imgħax, billi jdaħħal oħrajn ġodda, unikament fid-diskrezzjoni tiegħu.

4.2 Mingħajr preġudizzju għall-ġeneralità tad-dispożizzjonijiet tal-Klawsola 4.1 hawn fuq, iċ-ċirkostanzi meta l-Bank jista' jvarja dawn it-Termini u Kundizzjonijiet jinkludu:

A. Tibdil fil-kundizzjonijiet tas-suq jew fil-prattika bankarja.
B. Tibdil fil-kosti tal-Bank.
C. Jekk id-Detentur tal-Kont ikun fi ksur ta' xi waħda minn dawn it-Termini u Kundizzjonijiet jew jekk id-Detentur tal-Kont ikun inadempjenti b'xi mod ieħor.
D. Tibdil fil-liġi u / jew xi deċiżjoni jew rakkomandazzjoni ta' xi qorti, regolatur jew korp simili.
E. L-introduzzjoni ta' prodotti, sistemi, metodi tal-operat, teknoloġija, mezzi alternattivi ta' qadi, servizzi u faċilitajiet ġodda jew imtejba.
F. L-amalgamazzjoni man-negozju, jew l-akkwiżizzjoni tan-negozju, ta' bank ieħor jew organizzazzjoni oħra li toffri servizzi simili.
G. Tibdil impost jew mitlub minn xi Sistema ta' Pagament.
H. Xi avveniment jew ċirkostanzi li jinqalgħu li jistgħu raġonevolment jeffettwaw il-mod kif id-Detentur tal-Kont iwettaq l-obbligi, wieħed jew uħud jew kollha, li għandu taħt dawn it-Termini u Kundizzjonijiet.

4.3 It-tibdil f'dawn it-Termini u Kundizzjonijiet jiġu kkomunikati lid-Detentur tal-Kont mill-anqas xahrejn (2) qabel ma jidħol fis-seħħ. Jekk il-Bank ma jirċievi ebda oġġezzjoni bil-miktub minn għand id-Detentur tal-Kont, ikun preżunt li d-Detentur tal-Kont ikun aċċetta t-tibdiliet proposti u dawk it-tibdiliet jitqiesu li saru jifformaw parti minn dawn it-Termini u Kundizzjonijiet. Dan ma jkunx japplika meta l-Bank jiddeċiedi li jżid, iħassar, jemenda, ivarja jew jibdel xi terminu jew kundizzjoni mill-Ittra ta' Konferma maħruġa in konnessjoni mal-Faċilità AGRIPLUS.

4.4 Id-Detentur tal-Kont jista' jagħlaq il-Kont jekk xi tibdil li jkun għamel il-Bank ma jkunx jogħġbu.

5. PROMOZZJONI TAL-PRODOTT:

5.1 Il-Bank jista' jippromwovi dan il-prodott b'mod selettiv u kompletament fid-diskrezzjoni tiegħu.

6. L-INFORMAZZJONI PERSONALI TAD-DETENTUR TAL-KONT:

6.1 Il-Bank jittratta l-informazzjoni personali kollha dwar id-Detentur tal-Kont li tkun meħtieġa biex jingħata dan is-servizz bħala privata u kunfidenzjali, anke meta d-Detentur tal-Kont ma jibqax klijent tal-Bank, u ma jiżvela lil ħadd ebda informazzjoni dwar ir-relazzjoni tad-Detentur tal-Kont mal-Bank, jew ismu jew l-indirizz tiegħu, jekk mhux bil-kunsens tad-Detentur tal-Kont jew għax meħtieġ mil-liġi lokali.

6.2 L-informazzjoni dwar id-Detentur tal-Kont u l-Kont tiegħu tista' titqiegħed fuq id-database tal-Bank u tkun użata, analizzata u evalwata mill-Bank biex ikun jista' jagħti servizz aħjar lid-Detentur tal-Kont. Barra l-Bank, din l-informazzjoni, inkluża n-natura tat-tranżazzjonijiet tad-Detentur tal-Kont, tkun żvelata lil terzi persuni sabiex id-Detentur tal-Kont ikun jista' jingħata s-servizz mitlub, u għal għanijiet ta' marketing, ta' prevenzjoni ta' frodi, ta' verifika u ta' ġbir ta' djun, u biex ikun possibbli li jkunu proċessati servizzi għall-Bank f'Malta u barra.

6.3 Il-Bank ifittex li jżomm l-informazzjoni dwar id-Detentur tal-Kont aġġornata. Il-Bank jista' juża lil terzi persuni biex jipproċessaw informazzjoni għalih, u fl-ipproċessar kollu tagħha l-informazzjoni dwar id-Detentur tal-Kont tkun protetta skont kodiċi stretti ta' segretezza u sigurtà li għalihom il-Bank, l-impjegati kollha tiegħu u t-terzi persuni jkunu soġġetti, u tkun użata biss skont l-istruzzjonijiet mogħtija mill-Bank.

6.4 Il-Bank jista' wkoll jiżvela informazzjoni dwar id-Detentur tal-Kont u t-tħaddim tal-Kont lil kull persuna li lilha l-Bank jittrasferixxi d-drittijiet u l-obbligi tiegħu taħt dawn it-Termini u Kundizzjonijiet.

6.5 Jekk id-Detentur tal-Kont ma jkunx jixtieq li jiġi kkuntattjat għall-finijiet ta' marketing hu għandu javża lill-Bank b'dan bil-miktub, u sakemm il-Bank ma jirċevix tali oġġezzjoni bil-miktub id-Detentur tal-Kont jitqies li jkun awtorizza lill-Bank biex jinformah, bit-telefon, bil-posta jew b'mezzi oħra, dwar servizzi u prodotti li jistgħu jinteressawh.

6.6 Skont il-leġislazzjoni dwar il-Protezzjoni tad-Data, id-Detentur tal-Kont jista' jitlob bil-miktub għal kopja ta' ċerta informazzjoni personali li l-Bank ikun qed iżomm dwaru. Id-Detentur tal-Kont għandu wkoll id-dritt li jitlob rettifika, blokkar jew tħassir ta' tali informazzjoni personali li ma tkunx ġiet ipproċessata b'konformità ma' dik il-leġislazzjoni.

6.7 Il-Bank jista' jimmonitorja jew jirreġistra t-telefonati bejn id-Detentur tal-Kont u l-Bank sabiex jassigura li l-istruzzjonijiet tad-Detentur tal-Kont ikunu eżegwiti bil-preċiż, ikun jista' aħjar itejjeb kontinwament is-servizz tiegħu u jtejjeb is-sigurtà. Fl-interess tas-sigurtà l-Bank jista' jagħmel użu minn apparat ta' reġistrazzjoni bis-CCTV sew fil-bini tiegħu kemm madwaru.

6.8 Meta jikkunsidra l-applikazzjonijiet, il-Bank jista' juża metodi ta' punteġġ ta' kreditu. Jista' wkoll ifittex fir-Reġistru Elettorali jew jagħmel verifiki dwar l-identità. Jista' wkoll jitlob informazzjoni dwar id-Detentur tal-Kont minn għand aġenziji li jipprovdu riferenzi ta' kreditu, u juża din l-informazzjoni jew partijiet minnha għall-finijiet ta' identifikazzjoni, rintraċċar ta' debiti u prevenzjoni ta' ħasil ta' flus kif ukoll għall-amministrazzjoni tal-Kont. L-informazzjoni li jkollu l-Bank tintuża wkoll għall-analiżi statistika dwar kreditu, assigurazzjoni u frodi.

7. MGĦAX, DRITTIJIET U TARIFFI:

7.1 L-informazzjoni kollha meħtieġa dwar tariffi, kummissjonijiet, drittijiet u mgħaxijiet tinstab fit-Tariffa tad-Drittijiet u t-Tabella tar-Rati tal-Imgħax li hemm ippubblikati fuq is-sit elettroniku www.apsbank.com.mt.

7.2 It-tibdil li jsir fir-rati tal-imgħax jidħol fis-seħħ fid-data li tkun speċifikata fil-pubblikazzjoni ta' dak it-tibdil.

8. KONTIJIET MIŻMUMA F'ISMIJIET KONĠUNTI:

8.1 Sakemm il-Bank ma jirċevix avviż għall-kuntrarju, meta Kont ikun f'ismijiet konġunti, jista' joħroġ ktieb taċ-ċekkijiet u / jew Kard lil wieħed jew aktar mid-Detenturi tal-Kont Konġunt, bil-kundizzjoni li l-Kont jitħaddem biss b'konformità mal-istruzzjonijiet tal-mandat rilevanti u jkunu japplikaw dawn it-Termini u Kundizzjonijiet kollha.

8.2 Il-Bank jirriżerva d-dritt li jħallas u jnaqqas mill-Kont l-ammonti kollha li d-Detenturi tal-Kont Konġunt awtorizzati li jħaddmu l-Kont skont l-istruzzjonijiet tal-mandat rilevanti jordnaw, jew b'xi mod ieħor jawtorizzaw, lill-Bank biex iħallas. Dan japplika sew jekk il-Kont ikollu bilanċ ta' kreditu jew ta' debitu, jew jispiċċa b'bilanċ ta' debitu bħala riżultat u, jekk ma jkunx possibbli li jitwaqqaf pagament, jibqa' japplika anke wara li l-Bank ikun irċieva avviż għall-kuntrarju.

8.3 Kull Detentur tal-Kont Konġunt huwa waħdu u flimkien mal-oħrajn responsabbli għal kull tranżazzjoni magħmula fil-Kont u għall-osservanza ta' dawn it-Termini u Kundizzjonijiet.
8.4 Meta jiffirma dawn it-Termini u Kundizzjonijiet kull wieħed mid-Detenturi tal-Kont Konġunt ikun qiegħed jaqbel illi, meta jintbagħtu Rendikonti u avviżi oħra mill-Bank, ma tkunx meħtieġa aktar minn kopja waħda (1) u li din tintbagħat fl-indirizz postali mogħti mid-Detenturi tal-Kont Konġunt.

9. DETENTURI TA' KONT LI MHUMIEX PERSUNI FIŻIĊI:
9.1 Meta d-Detentur tal-Kont ma jkunx persuna fiżika, il-Klawsoli 8.1 u 8.2 ikunu japplikaw. Dan iżda hekk li r-riferenza għad-"Detenturi tal-Kont Konġunt" tiftiehem bħala riferenza għall-firmatarji awtorizzati.
9.2 Id-dispożizzjonijiet l-oħra ta' dawn it-Termini u Kundizzjonijiet japplikaw bl-istess mod.

PARTI B – TERMINI LI JIRREGOLAW IL-FAĊILITÀ TAS-SELF

10. L-AMMONT U L-GĦAN:
10.1 Il-Faċilità AGRIPLUS tista' tingħata għal ammont massimu ta' €350,000 u m'għandhiex taqbeż it-80% tat-total tal-ħruġ kapitali u / jew tal-investiment meħtieġ in konnessjoni mal-attivitajiet agrikoli ta' bidwi full-time jew part-time.
10.2 Il-Faċilità taħdem fuq il-kunċett ta' Kont Uniku, fejn it-tifdil, l-introjtu u d-dħul min-negozju kollu tad-Detentur tal-Kont jiġi depożitat fil-Kont, u b'hekk inaqqas l-ammont misluf minn jum għall-ieħor u għalhekk inaqqas ukoll l-imgħax ta' debitu li jkun dovut.

11. L-IMGĦAX TA' DEBITU:
11.1 Ir-rata tal-imgħax ta' debitu li tapplika fuq il-bilanċi ta' debitu pendenti ta' kuljum fuq il-Kont tkun marġni li bħalissa tvarja bejn 0.75% to 3% fis-sena fuq ir-Rata Bażi tal-Bank, u tiddependi fuq għadd ta' konsiderazzjonijiet.
11.2 Il-Bank mhux obbligat li jonora pagamenti li b'riżultat tagħhom il-bilanċ fil-Kont jaqbeż il-limitu ta' debitu approvat. Madankollu, jekk ikun hemm eċċessi jew arretrati fuq il-Kont, il-Bank jista' japplika rata addizzjonali ta' mgħax ta' debitu ta' 2% fis-sena, jew kwalunkwe rata ogħla permessa bil-liġi, li tiżdied mar-rata dovuta fuq is-self regolari.

12. IL-ĦLAS LURA:
12.1 Il-ħlas lura tal-Faċilità AGRIPLUS jista' jinfirex fuq terminu massimu ta' 20 sena, li t-tul tiegħu jiddependi mit-tul mistenn taż-żmien tal-utilità tal-assi li jkun qed jiġi ffinanzjat u miċ-ċirkostanzi partikolarii tad-Detentur tal-Kont.
12.2 L-ammonti li jitħallsu lura kull sena m'għandhomx jaqbżu t-30% tad-dħul gross ta' kull sena tad-Detentur tal-Kont.

13. SIGURTÀ:
13.1 Meta tingħata Faċilità AGRIPLUS il-Bank jista' jitlob lid-Detentur tal-Kont li jipprovdi xi waħda jew aktar minn dawn il-garanziji:
A. Ipoteka ġenerali u speċjali fuq proprjetà immobbli. Dan ikun jirrikjedi li jsir att pubbliku ta' self.
B. Pleġġ fuq kollaterali ta' flus jew kważi-flus.
C. Pleġġ fuq polza tal-assigurazzjoni adegwata fuq il-ħajja flimkien ma' kopertura ta' assigurazzjoni fuq dizabilità permanenti f'isem id-Detentur tal-Kont.
D. Pleġġ fuq polza tal-assigurazzjoni adegwata li tkopri l-bini ipotekat favur il-Bank u li tkopri wkoll l-inventarji u l-materjali li jkun hemm fin-negozju.
E. Kull garanzija oħra meqjusa neċessarja fiċ-ċirkostanzi.

14. TERMINI ĠENERALI:
14.1 Il-proprjetà li tkun qed tiġi ffinanzjata u li tkun qed tiġi speċifikament ipotekata favur il-Bank m'għandhiex tkun allokata, mikrija jew ipotekata favur xi terza persuna, u lanqas għandha tiġi trasferita b'xi mod, inkluż b'titolu ta' ċens, lil xi terza persuna mingħajr ma jkun ingħata minn qabel il-permess bil-miktub tal-Bank.
14.2 Qabel ma jibdew jinġibdu xi flus mill-Faċilità AGRIPLUS il-Bank għandu jingħata l-aħħar irċevuta tal-ħlas taċ-ċens fuq il-proprjetà li tkun qed tiġi ipotekata (jekk din ma tkunx libera u franka), u din trid tibqa' tiġi pprovduta sussegwentement kull sena.
14.3 Mal-ħruġ tal-Ittra ta' Konferma, jinġabar dritt tal-ipproċessar skont kif stipulat fit-Tariffa tad-Drittijiet tal-Bank.
14.4 Fejn ikun il-każ, jinġabru d-drittijiet legali tal-Bank, skont kif stipulat fit-Tariffa tad-Drittijiet tal-Bank, hekk kif jiġi ffirmat l-att ipotekarju tas-self.
14.5 Hemm ukoll dritt ta' impenn, li hu stipulat fit-Tariffa tad-Drittijiet tal-Bank, li jitħallas fuq il-porzjon mhux utilizzat mil-limitu tal-Faċilità AGRIPLUS jekk tibqa' mhux utilizzata kollha sa l-Aħħar Data tal-Ġbid imniżżla fl-Ittra tal-Konferma. Dan id-dritt isir dovut wara din l-Aħħar Data tal-Ġbid miftiehma.
14.6 Id-Detentur tal-Kont għandu jipprovdi lill-Bank kull u kwalunkwe informazzjoni finanzjarja li l-Bank, unikament fid-diskrezzjoni tiegħu u bil-frekwenza li jidhirlu neċessarja, jista' jitlob minn għand id-Detentur tal-Kont dwar il-mod kif ikunu qed jitħaddmu l-Kont u n-negozju tiegħu.
14.7 Fil-każ tat-terminazzjoni tal-Faċilità AGRIPLUS, il-Bank jirriżerva d-dritt li juża kwalunkwe bilanċ ta' kreditu li d-Detentur tal-Kont ikollu f'kontijiet oħra, sew waħdu jew b'mod konġunt ma' ħaddieħor, sabiex inaqqas il-bilanċ ta' debitu fil-Kont.
14.8 Il-Bank jirriżerva d-dritt li jżid, iħassar, jemenda, ivarja jew jibdel il-garanziji meta jrid fid-diskrezzjoni tiegħu, u l-garanziji pprovduti għandhom jitqiesu li jgħoddu għall-faċilitajiet bankarji kollha li l-Bank ikun qed ipoġġi għad-dispożizzjoni tad-Detentur tal-Kont minn żmien għal żmien.
14.9 Bil-firma tiegħu fuq l-Ittra tal-Konferma, inklużi l-Kundizzjonijiet Ġenerali u Speċifiċi tagħha, id-Detentur tal-Kont ikun qiegħed:
A. Jagħti l-kunsens tiegħu biex il-Bank jagħmel tiftix dwar il-kont tiegħu mad-Direttur tal-Agrikoltura.
B. Jikkommetti ruħu li t-tifdil, l-introjtu u d-dħul min-negozju tiegħu kollu jgħaddih fil-Kont.
C. Jawtorizza lill-Bank biex jiddebita awtomatikament il-Kont tiegħu biex iħallas il-primjums u l-ispejjeż relatati għar-rigward tal-poloz tal-assigurazzjoni ippleġġjati mal-Bank, kif ukoll spejjeż rilevanti oħra.
D. Jikkommetti ruħu li ma jiġbidx ammonti mill-Kont b'mod li jista' jwassal li l-bilanċ negattiv jaqbeż il-limitu stabilit fl-Ittra tal-Konferma.
14.10 Il-Bank jirriżerva d-dritt li ma javvanza ebda somma qabel ma l-garanziji mitluba jiġu pprovduti u l-kundizzjonijiet kollha mniżżla fl-Ittra tal-Konferma jiġu mwettqa.
14.11 Il-Bank jirriżerva għalih id-dritt li jżid, iħassar, jemenda, ivarja jew jibdel dawn it-Termini u Kundizzjonijiet, inkluża t-Tabella tar-Rati tal-Imgħax. Fuq dawn it-Termini u Kundizzjonijiet jistgħu jipprevalu biss it-termini u kundizzjonijiet ta' Ittra ta' Konferma li jkollu f'idejh id-Detentur tal-Kont. Il-Bank jirriżerva d-dritt li jżid, iħassar, jemenda, ivarja jew jibdel l-imsemmija termini u kundizzjonijiet (inklużi r-rata tal-imgħax, it-terminu tas-self, ir-rekwiżiti ta' garanzija, it-tariffi u d-drittijiet) għal raġunijiet ta' kollaterali, jew legali, regolatorji, amministrattivi jew tas-suq, jew mas-seħħ ta' xi wieħed mill-Każi ta' Inadempjenza li tirreferi għalihom l-Ittra ta' Konferma. Meta jiġri dan, il-Bank jagħti lid-Detentur tal-Kont żmien ta' avviż raġonevoli minn qabel.

14.12 Id-Detentur tal-Kont jikkommetti ruħu li jħallas lura d-drittijiet, tariffi u spejjeż legali mġarrba mill-Bank in konnessjoni mar-reġistrazzjoni jew il-kontinwazzjoni tal-garanzija li tkopri l-Faċilità AGRIPLUS.
14.13 Meta jkun qed jittratta mal-konsulent legali tal-Bank biex jiġi ffirmat l-att pubbliku tas-self, id-Detentur tal-Kont huwa mistenni li jipprovdi lill-Bank, permezz tan-Nutar tiegħu, kopja tar-riċerki magħmula fir-Reġistru tal-Artijiet (Formola E) kif ukoll pjanta dettaljata tal-Perit u pjanta jew pjanti tas-sit, konformi mar-rekwiżiti tar-Reġistru tal-Artijiet. ***(Dan japplika f'każi ta' atti ta' self ipotekarji)***

PARTI Ċ - ĠENERALI

15. ĠENERALI:

15.1 Id-Detentur tal-Kont għandu jħallas it-tariffi, kummissjonijiet, drittijiet u mgħaxijiet kollha dovuti in konnessjoni mal-Kont flimkien ma' kwalunkwe spejjeż li jista' jġarrab jew jimponi l-Bank kull meta d-Detentur tal-Kont jikser xi waħda minn dawn it-Termini u Kundizzjonijiet.
15.2 Il-Bank jista' jittrasferixxi d-drittijiet u / jew l-obbligi tiegħu kollha, jew waħda jew uħud minnhom, lil persuna li jidhirlu b'mod raġonevoli li tkun kapaċi li twettaqhom. F'dak il-każ kull fejn dawn it-Termini u Kundizzjonijiet jirreferu għall-"Bank" għandu jitqies li jirreferu għal dik il-persuna li lilha jkunu ġew ittrasferiti dawk id-drittijiet u / jew obbligi. Id-Detentur tal-Kont ma jista' jċedi jew jittrasferixxi ebda wieħed mid-drittijiet u / jew obbligi li hu għandu taħt dawn it-Termini u Kundizzjonijiet.
15.3 Il-Bank jista' xi drabi, unikament fid-diskrezzjoni tiegħu u bla preġudizzju għal ebda wieħed mid-drittijiet tiegħu, akkwistat jew le:

A. Jikkonċedi lid-Detentur tal-Kont aktar żmien biex jikkonforma mal-obbligi tiegħu. Jew
B. Jiddeċiedi li ma jeżiġix id-drittijiet kollha tiegħu, jew wieħed jew uħud minnhom. Jew
C. Jestendi l-perijodu li għalih ikunu japplikaw xi termini u kundizzjonijiet preferenzjali.

Fejn il-Bank iżomm ruħu milli jeżerċita xi wieħed mid-drittijiet tiegħu, tali kondotta m'għandhiex titqies li tammonta għal rinunzja ta' dak id-dritt, li l-Bank jista' jibqa' jeżerċitah fi kwalunkwe ħin kif permess mil-liġi.
15.4 Fejn id-Detentur tal-Kont jitlob lill-Bank biex jibgħat xi rendikont, ktieb taċ-ċekkijiet, kard u / jew xi dokument ieħor f'indirizz għall-ħsieb ta' ħaddieħor ("indirizz c/o"), huwa jassumi r-responsabbiltà sħiħa jekk jonqos li jirċievi tali dokumenti u / jew jekk ikun hemm xi ksur ta' sigurtà.
15.5 Il-Bank ma jkunx responsabbli għal xi telf li jista' jkun ikkawżat lid-Detentur tal-Kont minħabba xi nuqqas jew dewmien riżultat ta' strajk, azzjoni industrijali, qtugħ fil-provvista tal-elettriku, waqfien ta' makkinarju, jew kwalunkwe kawża oħra li l-Bank ma jkollux raġonevolment kontroll fuqha jew kwalunkwe każ ta' force majeure.
15.6 Jekk il-Bank ma jilħaqx l-istandard ta' servizz mistenni mid-Detentur tal-Kont, jew jekk id-Detentur tal-Kont jaħseb li jkun hemm xi żbalji fil-kont, id-Detentur tal-Kont huwa mistieden li jinforma b'dan lill-Bank. Il-Bank jinvestiga l-każ u, fejn ikun xieraq u meħtieġ, jieħu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Il-Bank iwiegħed ukoll li jieħu l-passi neċessarji biex ma jerġax jiġri l-istess.
15.7 Ilmenti għandhom isiru bil-fomm jew bil-miktub lill-maniġer tal-fergħa rispettiva jew b'telefonata liċ-Ċentru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew bil-kitba lill-maniġer fuq csc@apsbank.com.mt. Il-Bank jinvestiga l-każ u, fejn ikun xieraq u meħtieġ, jieħu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Tintbagħat irċevuta għal kull ilment u d-Detentur tal-Kont jiġi mgħarraf bir-riżultat tal-istħarriġ. Fl-eventwalità li d-Detentur tal-Kont ma jkunx sodisfatt bir-riżultat tal-istħarriġ tal-Bank jista' jindirizza l-ilment tiegħu bil-miktub lill-Maniġer għall-Ilmenti tal-Konsumatur, l-Awtorità għas-Servizzi Finanzjarji ta' Malta, Triq Notabile, Attard BKR 3000, Malta jew fuq consumerinfo@mfsa.com.mt.
15.8 Id-Detentur tal-Kont jista' jikkomunika mal-Bank bl-Ingliż jew bil-Malti, għalkemm il-Bank jippreferi jikkomunika bl-Ingliż. Il-komunikazzjonijiet għandhom ikunu bil-miktub u, fejn ma jkunx dikjarat jew miftiehem mod ieħor, għandhom jiġu indirizzati lill-maniġer, Ċentru għall-Assistenza tal-Klijenti, APS Centre, Triq it-Torri, Birkirkara BKR4012, Malta.
15.9 Dawn it-Termini u Kundizzjonijiet jorbtu lid-Detentur tal-Kont meta japplika personalment f'xi waħda mill-fergħat jew aġenziji tal-Bank. F'dak il-każ l-applikant jista' jintalab jiffirma kopja stampata ta' dawn it-Termini u Kundizzjonijiet biex tinżamm mill-Bank.
15.10 Dawn it-Termini u Kundizzjonijiet jaqgħu taħt il-Liġi Maltija u l-Partijiet jissottomettu għall-ġurisdizzjoni esklussiva tal-Qrati tal-Gżejjer Maltin.
15.11 Il-Bank jirriżerva d-dritt li jagħmel kundizzjonijiet addizzjonali u / jew jemenda dawn it-Termini u Kundizzjonijiet (inklużi t-Tariffa tad-Drittijiet u t-Tabella tar-Rati tal-Imgħax), tkun xi tkun ir-raġuni. Jingħata żmien ta' avviż raġonevoli għal dan it-tibdil.
15.12 Il-Bank huwa soġġett għall-Iskema ta' Kumpens għad-Depożitanti mwaqqfa skont l-Avviż Legali Nru 369 tal-2003, kif emendata sussegwentement u mħaddma mill-Awtorità għas-Servizzi Finanzjarji ta' Malta. Bla ħsara għall-kundizzjonijiet imposti mill-imsemmi Avviż Legali, il-bilanċi ta' kreditu fuq kontijiet denominati fl-Ewro jew f'xi munita oħra ta' xi stat taż-Żona Ekonomika Ewropea (ŻEE) miżmuma mal-Bank huma garantiti sa massimu ta' €100,000, jew l-ekwivalenti tagħhom fil-munita tal-ŻEE, għal kull persuna. Id-deċiżjoni dwar talbiet għall-kumpens hija f'idejn l-Awtorità għas-Servizzi Finanzjarji ta' Malta. Aktar informazzjoni dwar din l-Iskema tista' tinkiseb mis-siti elettroniċi www.compensationschemes.org.mt u www.mfsa.com.mt.
15.13 Meta l-Kont jintuża mill-Bank biex jipprovdi servizzi oħra lid-Detentur tal-Kont, dawn it-Termini u Kundizzjonijiet għandhom jinqraw ħaġa waħda ma' kull ftehim jew termini u kundizzjonijiet li jirregolaw is-servizzi addizzjonali provduti. B'mod partikulari id-Detentur tal-Kont għandu jkun jaf li l-Kont jidħol biex jitqies bħala kont ta' pagament u li japplikaw it-Termini u Kundizzjonijiet Ġenerali tad-Direttiva dwar is-Servizzi ta' Pagament, u li fejn hemm konflitt bejn dawk it-Termini u Kundizzjonijiet u dawn, huma d-dispożizzjonijiet ta' dik id-Direttiva li jipprevalu.

Jien / Aħna, hawn taħt iffirmat(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għal Kont AGRIPLUS, maħruġa mill-APS Bank Limited, u li jien / aħna qrajthom / qrajniehom, fhimthom / fhimniehom, u naċċetta(w)hom.

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Firma / Firem Data

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Isem u Kunjom / Ismijiet u Kunjomijiet

Dawn it-Termini u Kundizzjonijiet inħarġu mill-APS Bank Limited (C2192) li topera mill-APS Centre, Triq it-Torri, Birkirkara BKR4012, Malta. L-APS Bank Limited hija liċenzjata bħala istituzzjoni ta' kreditu mill-Awtorità għas-Servizzi Finanzjarji ta' Malta u hija awtorizzata biex tipprovdi servizzi ta' pagament. Kopji tat-termini u kundizzjonijiet kollha jistgħu jinkisbu mill-fergħat u l-aġenziji tal-APS Bank Limited jew jistgħu jitniżżlu mis-sit elettroniku www.apsbank.com.mt.

F'każ ta' konflitt bejn il-verżjoni Ingliża u dik Maltija ta' dawn it-Termini u Kundizzjonijiet, il-verżjoni Ingliża għandha titqies bħala dik korretta.