

## APS 365 ONLINE SERVICE – TERMS AND CONDITIONS AGREEMENT - CORPORATE CUSTOMERS

These Terms and Conditions govern the use of the APS 365 ONLINE Service.

The APS 365 ONLINE Service may be accessed by using The Token Authentication Method.

Before subscribing for the APS 365 ONLINE Service, you are strongly advised to download the application form and read the following from the Bank's website [www.apsbank.com.mt](http://www.apsbank.com.mt):

- A. The APS 365 ONLINE Internet Banking Frequently Asked Questions.
- B. The APS 365 ONLINE Security Guidelines.
- C. The APS 365 ONLINE Terms and Conditions for the Token Authentication Method;

---

APS 365 ONLINE Terms & Conditions Agreement entered into between the Bank on the one hand, and the Customer, on the other hand. The Customer wishes to use the APS 365 ONLINE Service provided by the Bank and the Bank is willing to make the APS 365 ONLINE Service available to the Customer.

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

- **“Account”** means any account belonging to the Customer with APS Bank Limited and which it has opted to be available on the APS 365 ONLINE Service.
- **“Administrator/s”** means the individual/s entrusted with the registration of the APS 365 Online Service in the Customer's name and with the on-going use of such Service, as specified in the Board of Directors Resolution, or equivalent document forwarded to the Bank.
- **“Agreement”** means the agreement in force from time to time between the Bank and the Customer and which includes the Terms and Conditions that regulate the use of the APS365 ONLINE Service;
- **“Annex”** means each and every Annex that is attached to this Agreement and that shall be considered as forming an integral part of this Agreement and that shall be interpreted and construed accordingly.
- **“APS 365 ONLINE Service”** or the **“Service”** means the service provided by the Bank through internet whereby the Customer, through the members / s of the Permission Group can carry out certain banking transactions on the Accounts, that once effected, shall be legally binding, and which Service is governed by this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines and other pertinent documentation.
- **“APS Secure Token (“Token”)** means the device/s provided by the Bank to the Customer and used by the Administrator /s and User /s that generates a unique confidential Security Code.
- **“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;
- **“Customer”** means the appointed authorised legal person with whom the Bank has concluded an APS 365 ONLINE Agreement.
- **“Cut-Off Time”** means the time by which the necessary requirements set by law and/or the Bank are to be met in order for a transaction to be deemed to have been accepted by the Bank on a given date as advised by the Bank from time to time; or as otherwise stipulated on the Cut-Off-Time Table published on [www.apsbank.com.mt](http://www.apsbank.com.mt)
- **“Daily Limit”** means the limits on the use of the Service that are laid down in Annex 2.
- **“Login ID”** means the identification code chosen by every Administrator and User/s that uniquely identifies him and through which he gains access to the APS 365 ONLINE Service.
- **“Permission Group/s”** means the Administrator/s and any other User/s, collectively, having particular rights, as duly authorised by the Customer from time-to-time to use the Service.
- **“Security Code”** means the one-time password (OTP), generated from the Token and used by every Administrator and User/s each time he accesses the Service or makes certain requests, give certain instructions or effects certain transactions.
- **“Service Website”** means the Website through which the Permission Group/s can access the APS 365 ONLINE Service.
- **“Terms and Conditions”** means the terms and conditions regulating the Service.
- **“Token PIN”** means the four-digit personal identification number belonging to every Administrator and User/s used to operate the Token.
- **“User/s”** means the individual/s that is appointed by the Administrator/s who will be making use of the Service and in terms of his written instructions.

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.

### 1. APS 365 ONLINE SERVICE:

- 1.1 The Service enables the Customer, through the member/s of the Permission Group/s to make requests, give instructions and / or effect transactions and communicate with the Bank for the purpose of carrying out any of the banking services listed in Annex 1.
- 1.2 The Customer must entrust an Administrator/s and give him the authority to appoint User/s, and further authorise the Administrator/s to establish and modify the User/s' rights for executing transactions via the Service
- 1.3 Every Administrator and User/s is granted first-time access to the APS 365 ONLINE Service when he has:
  - A. Read the Terms and Conditions of the Service and has agreed to them;
  - B. Identified himself by providing his true, accurate and up-to-date personal identification details and contact details in the subscription request form on the Service Website and which are to be provided to the Bank through one of its branches or agencies;
  - C. Entered the Login ID, Token PIN, and Security Code.
- 1.4 Should the Token not function adequately, the Administrator/s or User/s as applicable is to inform the Bank immediately.
- 1.5 Every Administrator and User/s is to carry out the procedure referred to in Clause 1.3 (c) above each time he wants to access the Service.
- 1.6 The Service is for Customer's sole and exclusive use.

1.7 Through the Service, the Customer has access to view all its accounts held by it with the Bank. However, the Customer has the option to restrict the Service to any of its Accounts, as provided in the definitions above. It also has the option of giving any of / all the said Accounts a personalised name ("Friendly Name").

1.8 The Customer may request and authorise the Bank, from time to time, in writing to:

- A. Remove or replace an Administrator(s);
- B. Take any action to promote the continued and orderly operation of the Service.

1.9 With respect to the above, the Bank shall be entitled to refuse any written request or instruction which is sent by facsimile or electronic mail and the Bank will inform the Customer accordingly as soon as possible. As regards such communications, the Customer is bound by the terms and conditions referred to in the "Electronic Mail (E-Mail) / Telefax Transmission Indemnity Form".

1.10 The Bank shall consider every request, instruction or transaction received through the APS 365 ONLINE Service as a request, instruction or transaction authorised by the Customer, through the member/s of the Permission Group/s, this notwithstanding and superseding any other mandate which the Customer would have previously given to the Bank.

1.11 The Bank will not check the validity or correctness of any request, instruction or transaction received through the APS 365 ONLINE Service and is permitted to act thereon. In fact, the Bank shall be under no duty to verify the identity or authority of the person making any such request, giving any such instruction or effecting any such transaction, or the authenticity of same, apart from verifying the Login ID, Security Code and such other identifiers (if any) of every Administrator and User/s.

1.12 The Customer, through the member/s of the Permission Group/s shall not use the APS 365 ONLINE Service to create unauthorised borrowing on any of its Accounts. Borrowing may only be incurred with the Bank's prior approval and should such an unauthorised borrowing take place the Bank may also debit the Customer's accounts with any fees, commissions, charges and interests due to it and as published on [www.apsbank.com.mt](http://www.apsbank.com.mt).

1.13 Any existing terms and conditions applicable to particular products, services or accounts shall continue to apply together with this Agreement. All terms and conditions are published on [www.apsbank.com.mt](http://www.apsbank.com.mt).

1.14 The Bank shall not be liable to the Customer for any loss, damage or expense arising from access to an Account by a member of the Permission Group and the Customer hereby agrees to indemnify and keep the Bank harmless against all actions, claims or demands arising from such actions.

1.15 Since the Bank is not a party to the transaction / s affected by the Customer to the third party, it may not be held liable for any errors, acts, omissions, delays or shortcomings on the part of the Customer or third party in such transactions.

1.16 The Customer acknowledges that the Service or any marketing / promotional messages displayed as part of the Service is for information purposes only and does not replace any legal, tax or investment advice and should not be regarded as an offer or solicitation to sell investments or make deposits or solicitation to subscribe to any other products, services or accounts, to any person residing in a jurisdiction outside Malta, where it is unlawful to make such an invitation or solicitation. The Customer is to seek professional advice before making any investment decision.

1.17 By virtue of this Agreement, the Customer through the member/s of the permission Group/s may use the APS 365 ONLINE Service for the purpose of effecting transactions with third parties.

## **2. EXECUTION OF TRANSACTIONS:**

2.1 The Bank will only act on the Customer's request or instruction in so far as it is in the Bank's opinion, not suspicious, practicable and reasonable to do so, and in accordance with the Bank's regular business and procedures.

2.2 All transactions effected through the APS 365 ONLINE Service are carried out as per the Cut-Off-Time Table published on [www.apsbank.com.mt](http://www.apsbank.com.mt).

2.3 Once a transaction has been processed, it cannot be stopped, modified or delayed.

2.4 Once a request or instruction has been accepted and / or a transaction has been successfully processed, the Service will generate a confirmation message. If such confirmation is not displayed, the Administrator/s or User/s, as applicable, should immediately contact the Bank by phoning our Customer Support Centre on telephone no. 2122 6644 or write to the manager on [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt).

2.5 Should the Customer not have sufficient funds available to execute a request, instruction or transaction and for any applicable fees, commissions, charges and interests, as per Clause 3.12, then the transaction will not be effected by the Service.

2.6 In cases falling under Clause 2.5, the Bank reserves the right to charge a fee as per current Bank's Tariff of Charges published on [www.apsbank.com.mt](http://www.apsbank.com.mt) and reported in the APS 365 ONLINE Internet Banking Frequently Asked Questions.

2.7 The exchange rate used for any transaction shall be the exchange rate valid at the time of processing. The Bank reserves the right to suspend all or any functionality which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited to, during a volatile market.

2.8 The exchange rate that will be applied by the Bank for a transaction that has been inputted through the APS 365 ONLINE Service may differ from the exchange rates quoted on the Service Website and may change from time to time.

2.9 Should a request or instruction for a transaction be incomplete or erroneous, any exchange loss including any Bank and foreign bank's fees and charges (if applicable) will be borne by the Customer.

2.10 The Bank has the right to request the Customer for details regarding the origin of the money involved in a particular transaction.

2.11 The Customer, through the member/s of the Permission Group/s, can view an electronic copy of the Statement of its Account/s from the "Account History" option. A Statement will be also mailed to the Account Holder's address currently once yearly. If in the period following the last Statement issued, no transactions took place, the Bank reserves the right not to send any Statement. Any request for additional Statement / s is subject to charges as per Bank's Tariff of Charges. 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.

## **3. CUSTOMER'S OBLIGATIONS:**

3.1 The Customer and the member/s of the Permission Group/s shall use the APS 365 ONLINE Service according to the rules laid down in this Agreement and according to any communication, instruction or notification made by the Bank from time to time.

3.2 The Customer acknowledges that there may be a time-lag in the transmission of requests, instructions, information or communications via the Internet.

3.3 When using the Service, the Customer and the member/s of the Permission Group/s shall abide by the External Transactions Act and External Transactions Circulars currently in force, and as amended from time to time, which Circulars are available from the Website of the Central Bank of Malta ([www.centralbankmalta.org](http://www.centralbankmalta.org)). Breach of any of the provisions of the External Transactions Act and Circulars shall automatically suspend the Customer from using the Service and the Central Bank of Malta will be notified accordingly.

3.4 The Customer and the member/s of the Permission Group/s hereby undertake that they will act in good faith and exercise due diligence and care when using the Service. Moreover, the Customer hereby confirms that the Administrator/s and any other User/s will only input data on the APS 365 ONLINE Service that is of a true, correct, accurate and complete nature and the Administrator/s and any other User/s confirm that they are aware that they are responsible for the authenticity of the same.

3.5 Every Administrator and User/s understand that the Login ID, Token PIN, Token and Security Code are unique to him and shall not disclose their contents or transfer them to any third party, including other Administrator/s and User/s.

3.6 Every Administrator and User/s is to keep the Login ID, Token PIN, Token and Security Code in a safe and protected place and shall use them responsibly. They acknowledge that they are required to abide by the Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines, all of which are available on [www.apsbank.com.mt](http://www.apsbank.com.mt).

3.7 Every Administrator and User/s is to use the APS 365 ONLINE Service solely in a secure environment, on an electronic system free from viruses and with the necessary firewall and anti-virus and anti-spyware software in place. They should refer to the APS365 ONLINE Frequently Asked Questions for any other technical details related to the Service.

3.8 When using the Service, every Administrator and User/s should only use suitable equipment and software to guarantee continuous and uninterrupted access.

3.9 The Bank shall not be held responsible for any loss or damage suffered by the Customer arising from any breach of Clauses 3.4 to 3.8.

3.10 In the case of loss, misuse, theft, damage or destruction of the Login ID, Token PIN, Token and / or Security Code, and / or suspicion of any unauthorised access or instruction, the Administrator/s should inform the Bank's Customer Support Centre on telephone no. 2122 6644 or write to the manager on [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt). Moreover, the Bank may request the Customer, Administrator/s and other User/s, to co-operate with it and the police on this matter. In such instances, it shall be in the Bank's sole and absolute discretion to permit access once more to the Service to the Customer, or to the Administrator/s and User/s.

3.11 Customer is charged a fee as per Bank's Tariff of Charges to replace the Token.

3.12 The Customer hereby gives consent to the Bank to debit one of its current or savings Accounts that is selected during the subscription to the APS 365 ONLINE Service for the settlement of any fees and charges incurred. In the eventuality that the Account selected holds insufficient funds to settle any charges due, then the Bank shall retain the right to debit any other savings or current account held in the Customer's sole name in order to settle the outstanding charges. Should there not be any account from where the charges due may be settled, then the Service shall be suspended until funds are once again available in Customer's account.

3.13 Should the Customer suspect any impropriety in connection with the Service, on the part of any member/s of the Permission Group, Administrator/s or User/s, the Customer must take all the necessary steps to ensure that such Permission Group and / or individual is denied access to the Service.

3.14 On termination of employment of any of the below-listed, the Customer should take the following precautionary steps:

- A. In the case of an Administrator; the Customer should immediately notify the Bank of such occurrence, and the Customer should immediately appoint a new Administrator.
- B. In the case of a User; the Administrator should immediately notify the Bank of such occurrence.

#### **4. BANK'S OBLIGATIONS:**

4.1 Due to the nature of the Service, the Bank does not warrant that access to the Service shall be uninterrupted, timely or error free.

4.2 The Bank will seek to inform in advance its Customers through the APS 365 ONLINE Mailbox and its official Website of any anticipated interruptions of the Service, in whole or in part.

4.3 Notwithstanding the above, the Bank may suspend the Service, in whole or in part, without previous notice, whenever it considers it necessary to do so, including for maintenance reasons and to protect the Customer when there is a suspected breach of security. In the latter case the Bank may inform the Customer before or immediately after the suspension of the Service.

4.4 Any fees or charges levied by the Bank, with the exception of any applicable periodic fees, in relation to transactions that are not successfully completed due to instances falling under Clauses 4.2 and 4.3 above, shall be reimbursed by the Bank to the Customer. Other than such reimbursement the Bank will have no further liability to the Customer.

4.5 The Bank shall not be liable for any direct or indirect loss of profit, goodwill, business or anticipated savings or earnings nor for any indirect or consequential loss or damage arising from, or in connection to, the Service.

4.6 The Bank will take reasonable steps to ensure that the Service has adequate security systems so as to contain, as far as possible, any risks involved.

4.7 In the event that it is established that a transaction was executed erroneously by the Bank, the Bank shall credit to the Account any amount and related fees, commissions, charges and interests which may have been debited to the same. This shall be without prejudice to any other remedy which may be provided for under the terms and conditions governing the Account.

#### **5. TOKEN:**

5.1 For the duration of the Agreement, the Bank grants every Administrator and any User/s a non-exclusive and non-transferable right to use the Token provided by the Bank. Such right of use shall be in accordance with this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines.

5.2 The property rights of the Token shall remain with the Bank, and the Customer is obliged to return it within one (1) week of termination of the Agreement, however occasioned, whereby it shall be entitled to a pro-rata refund of the annual Token fee charged by the Bank.

5.3 If, and whenever it deems fit, the Bank shall have the right to request the Administrator/s and User/s to discontinue using the Token and return the said device to the Bank and / or make use of a replacement Token.

5.4 The Bank reserves the right to charge a fee for the supply of the Token as specified in the Bank's Tariff of Charges on [www.apsbank.com.mt](http://www.apsbank.com.mt).

#### **6. APS 365 ONLINE MAILBOX:**

6.1 The Bank has the right to send instructions, communications and notifications, including general and marketing announcements, to the Administrator/s and User/s via the APS 365 ONLINE Mailbox, within the Service.

6.2 The Customer is deemed to have received, through the member/s of the Permission Group/s, and been duly notified of any instruction, communication and notification sent via the APS 365 ONLINE Service as soon as it is made available to them.

6.3 The Customer through the member/s of the Permission Group/s, can also use the APS 365 ONLINE Mailbox/es in order to communicate with the Bank's Customer Support Centre.

#### **7. BANK CHARGES:**

7.1 The Bank has the right to charge a stipulated periodic fee to the Customer for the use of the APS 365 ONLINE Service, introduce and revise fees and charges as per Bank's Tariff of Charges published on [www.apsbank.com.mt](http://www.apsbank.com.mt). The Customer shall be notified of any new or revised fees and charges via the APS 365 ONLINE Mailbox no later than two (2) months from the date before the introduction or revision comes into force.

#### **8. INDEMNIFICATION:**

8.1 Unless due to gross negligence or wilful default by the Bank or its employees, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is the less), the Bank does not assume any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:

- A. The non-availability, delay, interruption, interception, suspension, loss, mutilation or other failure in providing the APS 365 ONLINE Service (including without limitation, interruption, interception, suspension, delay or failure to generate the Security Code), in transmitting requests, instructions, communications, notifications or information relating to the Service or in connecting with the Service Website caused by any act / s, omission / s or circumstance / s beyond the reasonable control of the Bank.

- B. Failure or delay in processing a transaction effected by the Customer through the member/s of the Permission Group/s via the APS 365 ONLINE Service.
- C. Out-of-date, inaccurate, incorrect or incomplete information and / or calculation.
- D. Any delay or inaccuracy in issuing any advice, confirmation and / or Statement.
- E. A faulty or inoperative Token, equipment and / or software in use by the Administrator/s, User/s or the Bank.
- F. Unauthorised usage of the Login ID, Token PIN, Token and / or Security Code.
- G. Any act or omission on the part of the Customer, Administrator/s or User/s in breach of the provisions of this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines and any other pertinent documentation.
- H. Failure on the part of the Customer, Administrator/s or User/s to comply with relevant laws and regulations, and the Bank's policies, instructions, communications and notifications.
- I. Any cause of force majeure.

8.2 The Customer hereby undertakes to keep the Bank fully indemnified at all times and free from all actions, proceedings, claims, damages, losses, charges, expenses (including, without limitation, legal fees and expenses) which the Bank may incur, directly or indirectly, however occasioned, by reason of complying with its instruction. Furthermore, the Customer agrees to ratify any action taken by the Bank pursuant to any such instructions, communications and notifications given through the APS 365 ONLINE Service.

8.3 Upon notice or suspicion of the Login ID, Token PIN and / or Security Code being disclosed to, and / or Token being lost or has otherwise come into the possession or control of any unauthorised person or any unauthorised use of the Service made, the Customer shall remain responsible up to a maximum of €150 for use of the Service by unauthorised persons or for unauthorised purposes until the Customer or the Administrator/s notify the Bank of such occurrence in terms of Clause 3.10.

8.4 Notwithstanding Clause 8.3 above, the Customer shall be held liable for any losses, including the amount of any transaction carried out without its authority, where it can be proven by the Bank that the Customer, Administrator/s or User/s have acted fraudulently or acted with gross negligence, and thereby facilitated an authorised transaction. For the purposes of this Clause, "gross negligence" also includes the failure on the part of the Customer, Administrator/s or User/s to observe the duties mentioned in Clauses 3.4 to 3.8 above, as well as the Security Tips available on the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines and to act in terms of the pertinent documentation.

8.5 The Bank is required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions that relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities that may be subject to sanctions. In fulfilling such duties, the Bank may take any action it deems appropriate, such as the interception and investigation of any request, instruction or transaction and the Bank shall not be liable for any arising loss or damage, of any type and however occasioned, that is suffered by the Customer or any third party arising out of any delay or non-execution. Therefore, the Bank cannot guarantee the veracity and accuracy of any confirmation message in relation to a request, instruction or transaction that is subject to any action taken in pursuance to the above.

## 9. TERMINATION OF AGREEMENT:

9.1 Notwithstanding the provisions contained in Clauses 3.3, 3.10 and 4.3, the Bank or the Customer is entitled to restrict, suspend or terminate the Agreement for whatever reason, subject to two (2) weeks prior written notice.

9.2 A restriction, termination or suspension of the Agreement means a restriction, suspension or termination, as the case may be, of both the APS 365 ONLINE Service and use of all or any of the Login ID, Token PIN, Token and Security Code.

9.3 Notwithstanding Clause 9.1 above, the Bank is entitled to restrict, suspend or terminate the Agreement, immediately and without prior notice, in the following cases:

- A. The Customer has been declared bankrupt.
- B. The Customer, Administrator/s or User/s is negligent or in breach of this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines and any pertinent documentation.
- C. The banking relationship between the Customer and the Bank has been terminated, for any reason whatsoever.
- D. Changes in market conditions or in the Bank's general practice.
- E. Changes in the law or a decision taken by a court, tribunal, regulator or similar body.
- F. Any cause of force majeure.

9.4 Notwithstanding Clause 9.3 above, and unless specifically stated by the Bank, the restriction, suspension or termination of the Agreement, does not normally affect and / or prejudice the continuation of the banking relationship between the Bank and the Customer, nor does it affect and / or prejudice any banking relationship already existent with any Administrator/s or User/s, in his personal capacity.

9.5 Once the Service has been terminated, the Customer will be requested to immediately pay any outstanding fees, commissions, charges and interests, and such termination entitles the Customer to a pro-rata refund of the subscription fees and / or any applicable charge.

9.6 After suspension or termination of the Agreement, all provisions of this Agreement, which in order to give effect to their meaning need to survive the suspension or termination of the Service and / or the use of the Service by the Customer, shall remain in full force.

## 10. FORCE MAJEURE:

10.1 The Bank shall not be liable for any delays in the performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to fire, war, riot, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Bank's employees or those of a third party), unexpected malfunctioning of computer systems, telephony or data communication, acts of any civil or military authority, judicial actions, acts of God, or other casualty or natural calamity for so long as and to the extent that, the effects of such circumstances continue.

## 11. CONFIDENTIALITY:

11.1 In the provision of the Service, the Customer understands that confidential information may be exchanged between the Bank and the Customer. The Customer understands that, in providing the Service, the Bank needs, and therefore authorises the Bank, to process, share or transmit information about it, the Administrator/s and/or User/s and its Account/s within the Bank or with any third party.

11.2 Notwithstanding, the Bank takes all measures to ensure that, as far as possible, all data relating to the Customer in its possession is not divulged to any third party, except:

- A. In cases required by law, regulation or on request of a public or regulatory authority.
- B. For the prevention of fraud.
- C. In order for the Bank to carry out the Service.

The Customer acknowledges that the data inputted in, and the information transferred through the Service is transported via the Internet.

11.3 The Bank shall process any data in accordance with Data Protection legislation currently in force, for a number of purposes, including:

- A. To provide the Service.
- B. To develop and improve the Bank's products and services.

11.4 Although, when providing the Service, individual data packages are transmitted in encrypted form, the identities of the sender and recipient are not encrypted and can therefore potentially be read by third parties. It is therefore possible for a third party to conclude that a banking relationship exists between the Customer and the Bank.

11.5 Should the Customer, Administrator/s and/or User/s obtain unauthorised access to any data, including data belonging to the Bank, they are to treat this data in a confidential manner and to inform the Bank immediately.

## **12. COPYRIGHT AND TRADEMARKS:**

12.1 The entire content of the APS 365 ONLINE Service is subject to copyright laws.

12.2 APS 365 ONLINE is a trademark of APS Bank Limited.

12.3 The Customer, Administrator/s and User/s hereby consent not to use the Service and / or the Service Website for any purpose that is unlawful, abusive, libellous, obscene or threatening.

## **13. CUSTOMER ASSISTANCE:**

13.1 If the Bank does not deliver the standard of service expected by the Customer, or if the Customer believes that the Bank has made a mistake, please inform us. 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.

13.2 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](mailto: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 Customer will be informed accordingly of the investigation's outcome. In the event that the Customer is dissatisfied with the outcome of the Bank's investigations, it may direct its complaint in writing to the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR 3000, Malta or on [consumerinfo@mfsa.com.mt](mailto:consumerinfo@mfsa.com.mt).

## **14. MISCELLANEOUS:**

14.1 The Bank may refuse to carry out any request, instruction or transaction by means of the APS 365 ONLINE Service in cases where the request, instruction or transaction exceeds a particular limit or where an infringement of this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines, or a breach of security, is suspected.

14.2 In the case of an error relating to the APS 365 ONLINE Service that is not attributable to the Customer, Administrator/s or any User/s, the Bank shall do all that is reasonably necessary to rectify the error and retransmit or reprocess Customer's request, instruction or transaction at no additional cost.

14.3 The APS 365 ONLINE Service, the Authentication Methods providing access thereto, and all the relevant documentation, including the Agreement, may be amended, extended or replaced by the Bank from time-to-time at its own discretion. The Bank shall inform the Customer no later than two (2) months before the date when the amendment, extension or replacement comes into force. Nonetheless the Customer's continued access to or use of the Service, through the member/s of the Permission Group/s for a period of one (1) month from the date of notice of such amendment, extension or replacement shall constitute Customer's acceptance of such changes.

14.4 The Bank may appoint third parties to provide all or any of the APS 365 ONLINE Service, which third parties shall abide by rules of confidentiality.

14.5 In the event of a merger, takeover or transfer of all or any of its activities, the Bank shall be entitled to transfer and assign the APS 365 ONLINE Service and Agreement to the entity that has assumed the activities of the Bank.

14.6 The Bank does not warrant that the Service is free from virus or destructive features which may adversely affect the Customer's, Administrator's or User's hardware, software or equipment.

14.7 The Service is designed for use in Malta and is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of the Service or such distribution or use would be contrary to local law or regulation. If the Customer chooses to use the Service, it is its responsibility to comply with the applicable local, national or international laws and any use of the Service outside Malta is entirely at Customer's risk. For guidance relating to this particular situation, the Customer should contact its legal adviser.

14.8 The Customer may communicate with the Bank in either the Maltese or the English language, with the Bank preferring to communicate in the English language.

## **15. SEVERABILITY:**

15.1 Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of such provisions which is not of a fundamental nature, is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

## **16. WAIVER:**

16.1 No act, delay or omission by the Bank shall affect its rights, powers and remedies under this Agreement or any further or other exercise of such rights, powers or remedies. The rights and remedies under this Agreement are cumulative and not exclusive of the rights and remedies provided by law.

## **17. LAW AND PROCEEDINGS:**

18.1 The Service and this Agreement shall be governed by and construed in accordance with the Laws of Malta.

18.2 The Courts of Malta shall have exclusive jurisdiction over all claims and / or disputes arising in relation to the Service and this Agreement.

I / We, the undersigned, do hereby declare that I / We have been provided with a copy of the APS 365 Online Corporate – Terms and Conditions issued by APS Bank Limited and that I /We have read, understood and agree to the same.

---

Signature / s

---

Date

---

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](http://www.apsbank.com.mt).*

---

**ANNEX 1  
LIST OF ACCOUNTS AND PRODUCTS**

- ❖ View account /s balance/s;
- ❖ Check account /s entries;
- ❖ Open accounts in both € and other foreign currency;
- ❖ Change account status, interest payment method and maturity instructions of term deposit Accounts;
- ❖ Designate an Account Friendly Name to account/s held;
- ❖ Notify Bank for cash withdrawal from a Bonanza Account;
- ❖ Effect transfers between own accounts in € or other foreign currency held within the Bank;
- ❖ Effect transfers in € or other foreign currency from own account to any other account worldwide;
- ❖ Order € or other foreign cash;
- ❖ Order € or other foreign bank drafts;
- ❖ Pay utility and other bills;
- ❖ Create, modify and delete standing orders;
- ❖ Notification or deletion of stop payment;
- ❖ Order cheque or deposit books;
- ❖ View and order cheque image /s;
- ❖ View and print statement/s or order an official Bank statement to be sent by mail at your preferred address;
- ❖ Check foreign exchange rates;
- ❖ View Bank's Tariff of Charges and Cut-Off-Time Table;
- ❖ Apply for a new card;
- ❖ Link account /s to PREMIER and VISA Debit card. (some conditions apply);
- ❖ Amend the daily limit on Visa Debit Card;
- ❖ Notify Bank of any lost or stolen card /s;
- ❖ Request a new card Personal Identification Number (PIN);
- ❖ Change of Contact Details;
- ❖ Calculate your prospective loan repayment amount;
- ❖ Set signature rules \*;
- ❖ Change of Password or Mobile Number \*\*.

\* applicable to Joint Account Holders or Corporate Customers

\*\* applicable for Mobile Phone Authentication Method

**ANNEX 2  
TRANSACTION AND DAILY LIMITS**

<i><b>Authority</b></i>	<i><b>Limit Type</b></i>	<i><b>Limit Value</b></i>
Transfer between own Accounts	Per transaction	€50,000
Transfer between own Accounts	Daily	€120,000
Transfer to third party	Per transaction	€15,000
Transfer to third party	Daily	€25,000
Creation of term deposit Account	Per transaction	€50,000
Creation of term deposit Account	Daily	€120,000
Open Account	Per transaction	€50,000
Open Account	Daily	€120,000
Creation of standing order	Per transaction	€15,000
Creation of standing order	Daily	€25,000
Order draft or cash	Per transaction	€250,000
Order draft or cash	Daily	€500,000
Bonanza notification	Per transaction	€50,000
Bonanza notification	Daily	€120,000
Bill payment	Per transaction	€15,000
Bill payment	Daily	€25,000

## TERMINI U KUNDIZZJONIJIET għas-Servizz tal- **APS 365 ONLINE** FTEHIM GĦALL-KLIJENTI INKORPORATI

Dawn it-termini u kundizzjonijiet jirregolaw l-użu tas-Servizz tal-APS 365 Online.

L-aċċess għas-Servizz tal-APS 365 ONLINE jista' jinkiseb bl-użu tal-Metodu ta' Awtentikazzjoni bl-Istrument tas-Sigurtà.

Qabel ma tabbona għas-Servizz tal-APS 365 ONLINE inhegġuk biex tniżżel il-formola tal-applikazzjoni mis-sit elettroniku tal-Bank [www.apsbank.com.mt](http://www.apsbank.com.mt) u taqra dawn il-paġni li jinstabu fis-sit:

- A. Il-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking;
- B. Il-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE;
- C. It-Termini u Kundizzjonijiet li japplikaw għall-Metodu ta' Awtentikazzjoni bl-Istrument tas-Sigurtà fuq l-APS 365 ONLINE.

Dan huwa Ftehim bejn il-Bank fuq in-naħa l-waħda u l-Klijent fuq in-naħa l-oħra dwar it-Termini u Kundizzjonijiet għall-użu tas-Servizz tal-APS 365 ONLINE.

Il-Klijent jixtieq juża s-Servizz tal-APS 365 ONLINE mogħti mill-Bank, u l-Bank huwa lest li jipprovdi s-Servizz tal-APS 365 ONLINE lill-Klijent.

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

- **“Amministratur(i)”** tfisser l-individwu jew individwi inkarigat(i) biex jirreġistra(w) f'isem il-Klijent għas-Servizz tal-APS 365 Online u biex juża(w) dak is-Servizz fuq bażi regolari, kif stipulat fir-Riżoluzzjoni tal-Bord tad-Diretturi jew f'dokument ieħor ekwivalenti mgħoddi lill-Bank;
- **“Anness”** tfisser kull wieħed mill-Annessi mehmuża ma' dan il-Ftehim, u li jitqiesu li jiffurmaw parti integrali minn dan il-Ftehim u li jkunu hekk interpretati u miftiehma;
- **“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;
- **“Ftehim”** tfisser il-ftehim li jkun in vigore minn żmien għall-ieħor bejn il-Bank u l-Klijent, u li jinkludi t-Termini u Kundizzjonijiet li jirregolaw l-użu tas-Servizz tal-APS 365 ONLINE;
- **“Grupp(i) Awtorizzati”** tfisser l-Amministratur(i) u kull Utent ieħor kollettivament, li jkollhom drittijiet partikolari, kif debitament awtorizzati mill-Klijent minn żmien għal żmien biex jużaw is-Servizz;
- **“Hin tal-Qtugh”** tfisser il-hin sa meta r-rekwiżiti neċessarji stabiliti mil-ligi u / jew mill-Bank iridu jkunu twettqu sabiex tranżazzjoni tkun meqjusa bħala li giet aċċettata mill-Bank f'data partikolari, kif innotifikat mill-Bank minn żmien għal żmien, jew kif stipulat mod ieħor fit-Tabella tal-Finijiet tal-Qtugh ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt);
- **“Klijent”** tfisser il-persuna legali maħtura u awtorizzata li magħha l-Bank ikun ikkonkluda l-Ftehim tal-APS 365 ONLINE;
- **“Kodiċi tas-Sigurtà”** tfisser il-password ta' darba, li jiġġeneraha l-Istrument tas-Sigurtà u li jużaha kull Amministratur jew Utent kull darba li jaċċessa s-Servizz jew jagħmel xi talba, jagħti xi istruzzjonijiet jew jeffetwa xi tranżazzjonijiet;
- **“Kont”** tfisser kull Kont li l-Klijent ikollu mal-APS Bank Limited u li jkun għażel li jagħmlu disponibbli fuq is-Servizz tal-APS 365 ONLINE;
- **“Limitu ta' Kuljum”** tfisser il-limiti imposti fuq l-użu tas-Servizz kif stipulati fl-Anness Nru 2;
- **“Login ID”** tfisser il-kodiċi ta' identifikazzjoni magħżul minn kull Amministratur jew Utent li jidentifikah b'mod uniku u li bih jkiseb aċċess għas-servizz tal-APS 365 ONLINE;
- **Il-“PIN tal-Istrument”** tfisser in-numru tal-identifikazzjoni personali b'erba' cifri li jkollu kull Amministratur u kull Utent u li jintuża biex jiġihaddem l-Istrument tas-Sigurtà;
- **Is-“Servizz tal-APS 365 ONLINE”** jew is-“**Servizz**” tfisser is-servizz li l-Bank jipprovdi permezz tal-Internet illi bih il-Klijent, permezz tal-membri tal-Grupp Awtorizzati, jista' jwettaq ċerti tranżazzjonijiet bankarji fuq il-Kontijiet illi, darba magħmulin, ikunu jorbtu legalment, u liema Servizz huwa regolat minn dan il-Ftehim, mill-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking u mil-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE u dokumentazzjoni oħra pertinenti;
- **Is-“Sit Elettroniku tas-Servizz”** tfisser is-Sit Elettroniku li minnu l-Grupp(i) Awtorizzati(i), jaċċessa(w) is-Servizz tal-APS 365 ONLINE;
- **“Strument tas-Sigurtà tal-APS”** jew l-**“Istrument tas-Sigurtà”** tfisser l-strument(i) mogħti(ja) mill-Bank lill-Klijent u li l-Amministratur(i) jew l-Utent(i) juża(w) biex jiġġenera Kodiċi tas-Sigurtà kunfidenzjali u uniku;
- **“Termini u Kundizzjonijiet”** tfisser it-termini u kundizzjonijiet li jirregolaw is-Servizz;
- **“Utent(i)”** tfisser l-individwu jew individwi appuntat(i) mill-Amministratur(i) biex juża(w) is-Servizz, skont it-termini tal-istruzzjonijiet mogħtija minnu bil-miktub.

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

### 1. IS-SERVIZZ TAL-APS 365 ONLINE:

- 1.1 Is-Servizz joffri l-kapaċità lill-Klijent illi, permezz tal-membri tal-Grupp(i) Awtorizzati(i), jagħmel talbiet, jagħti struzzjonijiet, u / jew jagħmel tranżazzjonijiet u jikkomunika mal-Bank bil-ghan li jagħmel użu minn xi wieħed mis-servizzi bankarji elenkati fl-Anness Nru 1.
- 1.2 Il-Klijent huwa obligat li jiddelega Amministratur(i) u jagħti(om) l-awtorità biex jappunta(w) Utent(i), u inoltre li jawtorizza lill-Amministratur(i) biex jiffissa(w) u jimmodifika(w) il-jeddijiet tal-Utent(i) għall-eżekuzzjoni ta' tranżazzjonijiet permezz tas-Servizz.
- 1.3 Kull Amministratur u kull Utent jingħata aċċess għall-ewwel darba għas-Servizz tal-APS 365 ONLINE darba li:
  - A. Ikun qara t-Termini u Kundizzjonijiet tas-Servizz u aċċettahom;
  - B. Ikun identifika ruħu billi jkun ta d-dettalji veri, korretti u aġġornati tal-identità personali tiegħu u d-dettalji fejn ikun jista' jiġi kkuntatjat fil-formola tal-abbonament fuq is-Sit Elettroniku tas-Servizz u għadda l-informazzjoni kollha lill-Bank f'xi waħda mill-fergħat jew aġenziji tiegħu;
  - C. Jentra l-Login ID, il-PIN tal-Istrument u l-Kodiċi tas-Sigurtà.

- 1.4 Jekk l-Istrument tas-Sigurtà ma jaħdimx kif suppost, l-Amministratur jew l-Utent skont il-każ għandu jāvza lill-Bank minnufih.
- 1.5 Kull Amministratur u kull Utent għandu jsewgi l-proċedura msemmija fil-Klawsola 1.3 (c) hawn fuq kull darba li jrid jaċċessa s-Servizz.
- 1.6 Is-Servizz qiegħed unikament u esklussivament għall-użu tal-Klijent.
- 1.7 Permezz tas-Servizz il-Klijent ikollu aċċess biex jara l-kontijiet kollha li hu jkollu mal-Bank. Madankollu l-Klijent għandu l-għażla li jillimita s-Servizz għal wieħed jew uħud mill-Kontijiet tiegħu, kif dispost fid-definizzjonijiet ta' hawn fuq. Il-Klijent jista' jagħżel ukoll li jagħti lil xi wieħed jew aktar mill-Kontijiet tiegħu isem personalizzat (l-"Isem Familjari").
- 1.9 Il-Klijent jista', minn żmien għal żmien, jitlob u jawtorizza lill-Bank bil-miktub biex:
- C. Inefħi jew jibdel xi Amministratur(i);
  - D. Jieħu xi azzjoni biex jāvvanza l-operat kontinwu u ordnat tas-Servizz.
- 1.9 Għar-rigward ta' dak li jintqal hawn fuq, il-Bank huwa intitolat li jirrifjuta kull talba jew istruzzjoni bil-miktub li tintbagħat bil-fax jew bl-email, u l-Bank jinforma lill-Klijent b'dan mill-aktar fis possibbli. Fejn jidhru tali komunikazzjonijiet, il-Klijent huwa marbut bit-termini u kundizzjonijiet li għalihom tirreferi l-"Formola ta' Indennizz għal Messaġġi Mibgħuta bil-Posta Elettronika (Email) jew Telefax".
- 1.10 Il-Bank iqis kull talba, istruzzjoni jew tranżazzjoni li jirċievi permezz tas-Servizz tal-APS 365 ONLINE bħala talba, istruzzjoni jew tranżazzjoni awtorizzata mill-Klijent, permezz tal-membri tal-Grupp(i) Awtorizzat(i), u dan minkejja kull mandat ieħor, u jipprevali fuq kull mandat ieħor, li l-Klijent seta' jkun ta qabel lill-Bank.
- 1.11 Il-Bank ma jicċekkja jekk talba, istruzzjoni jew tranżazzjoni li jirċievi permezz tas-Servizz tal-APS 365 ONLINE tkunx valida jew korretta, u jkun permess jaġixxi fuqha. Infatti l-Bank ma għandu ebda obbligu li jivverifika l-identità jew l-awtorità tal-persuna li tkun qed tagħmel it-talba, tagħti l-istruzzjoni jew teffettwa t-tranżazzjoni, jew l-awtentività tagħha, ħlief li jivverifika il-Login ID, il-Kodiċi tas-Sigurtà u identifikaturi simili oħra (jekk ikun hemm) ta' kull Amministratur jew Utent.
- 1.12 Il-Klijent, permezz tal-membri tal-Grupp(i) Awtorizzat(i), m'għandux juża s-Servizz tal-APS 365 ONLINE biex joħloq self mhux awtorizzat fuq xi wieħed mill-Kontijiet tiegħu. Il-Klijent jista' jissellef biss jekk ikollu approvazzjoni minn qabel mill-Bank. Jekk ikun hemm self mhux awtorizzat il-Bank jista' wkoll jiddebita l-kontijiet tal-Klijent b'kull dritt, tariffa, kummissjoni u mġax li jkun dovut lilu skont kif ippubblikat fuq is-sit [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 1.13 It-termini u kundizzjonijiet kollha eżistenti li japplikaw għal prodotti, servizzi jew kontijiet partikolari jibqgħu japplikaw flimkien ma' dan il-Ftehim. It-termini u kundizzjonijiet kollha huma pubblikati fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 1.14 Il-Bank ma huwiex responsabbli lejn il-Klijent għal ebda telf, dannu jew spiża li tirriżulta meta membru tal-Grupp Awtorizzat jaċċessa xi Kont, u l-Klijent hawn qiegħed jaċċetta li jindennizza u jzomm il-Bank bla ħsara kontra kull azzjoni, talba jew domanda li tirriżulta minn tali azzjonijiet.
- 1.15 Ladarba l-Bank mhuwiex parti fit-tranżazzjonijiet li l-Klijent jagħmel ma' xi terza persuna, il-Bank ma huwiex responsabbli għal ebda żball, att, omissjoni, dewmien jew nuqqas min-naħa tal-Klijent jew tat-terza persuna fit-tranżazzjonijiet imsemmija.
- 1.16 Il-Klijent jirrikonoxxi li s-Servizz jew kull messaġġ ta' promozzjoni jew ta' marketing li jintwera bħala parti mis-Servizz jidher biss bil-għan li jagħti informazzjoni u ma jiħux il-post ta' parir legali, fiskali jew ta' investiment, u m'għandux jiqies li qiegħed jagħmel offerta jew stedina għax-xiri ta' investiment jew għat-tqegħid ta' depożiti jew għat-teħid ta' xi prodotti, servizzi jew kontijiet oħra lil xi persuna residenti f'xi ġurisdiżjoni barra minn Malta fejn huwa kontra l-liġi li ssir tali offerta jew stedina. Il-Klijent għandu jfittex parir professjonali qabel ma jieħu xi deċiżjoni ta' investiment.
- 1.17 Bis-saħħa ta' dan il-Ftehim il-Klijent, permezz tal-membri tal-Grupp(i) Awtorizzat(i), jista' juża s-Servizz tal-APS 365 ONLINE bil-għan li jagħmel tranżazzjonijiet ma' terzi persuni.

## 2. L-EŻEKUZZJONI TAT-TRANŻAZZJONIJET:

- 2.1 Il-Bank jaġixxi fuq talba jew istruzzjoni tal-Klijent kemm-il darba ma jqisix bħala waħda suspettuża, u tkun prattikabbli u raġonevoli u konformi man-negozju regolari u l-proċeduri tal-Bank.
- 2.2 It-tranżazzjonijiet kollha mġoddija tas-Servizz tal-APS 365 ONLINE ikunu eżegwiti skont it-Tabella ta' Finijiet tal-Qtugħ ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 2.3 Ladarba tranżazzjoni tkun għet ipproċessata ma tkunx tista' tiġi mwaqqfa, modifikata jew posposta.
- 2.4 Ladarba talba jew istruzzjoni tkun għet aċċettata u / jew l-ipproċessar ta' tranżazzjoni jkun seħħ, is-Servizz jiġġenera messaġġ ta' konferma. Jekk din il-konferma ma tidherx, l-Amministratur jew l-Utent, skont il-każ, għandu minnufih jikkuntattja lill-Bank billi jċempel liċ-Centru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew jikteb lill-manijer fuq [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt).
- 2.5 Jekk il-Klijent ma jkollux biżżejjed flus għad-dispożizzjoni tiegħu biex tiġi eżegwita t-talba, istruzzjoni jew tranżazzjoni u biex jitħallsu d-drittijiet, kummissjonijiet, tariffi u mġaxijiet li jkunu japplikaw skont il-Klawsola 3.12, f'dak il-każ is-Servizz ma jeżegwix it-tranżazzjoni.
- 2.6 Fil-każi li jaqgħu taħt il-Klawsola 2.5 il-Bank jirriżerva d-dritt li jzomm flus skont it-Tariffa tad-Drittijiet attwali tal-Bank ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt) u li tidher fil-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking.
- 2.7 Ir-rata tal-kambju li tintuża għat-tranżazzjonijiet tkun ir-rata tal-kambju li tkun valida fil-hin tal-ipproċessar. Il-Bank jirriżerva d-dritt li jissospendi l-funzjonalità kollha tas-Servizz, jew parti minnha, fejn ikun meħtieġ l-użu ta' rata tal-kambju jekk ikun hemm raġunijiet validi biex isir dan, inkluż (imma mhux biss) fi żmien ta' suq volatili.
- 2.8 Ir-rata tal-kambju li tintuża mill-Bank għal tranżazzjoni entrata permezz tas-Servizz tal-APS 365 ONLINE tista' tkun differenti mir-rati tal-kambju kkwotati fuq is-Sit Elettroniku tas-Servizz u tista' tinbidel minn ħin għall-ieħor.
- 2.9 Jekk xi talba jew istruzzjoni għal tranżazzjoni tkun inkompleta jew żbaljata, kull telf li jista' jkun hemm mill-kambju inkluzi t-tariffi u d-drittijiet kollha (jekk ikun hemm) tal-Bank u tal-bank barrani jitħallsu mill-Klijent.
- 2.10 Il-Bank għandu d-dritt li jitlob lill-Klijent jagħti d-dettalji dwar l-origini tal-flus involuti fi tranżazzjoni partikolari.
- 2.11 Il-Klijent, permezz tal-membri tal-Grupp(i) Awtorizzat(i), jista' jara kopja elettronika tar-Rendikont tal-Kont(i) tiegħu billi juża l-għażla "Account History". Rendikont jintbagħat bil-posta fl-indirizz tad-Detentur tal-Kont attwalment darba fis-sena. Jekk fil-perjodu mindu jkun ħareġ l-aħħar Rendikont ma jkun saru tranżazzjonijiet il-Bank jirriżerva d-dritt li ma jibgħatx Rendikont. Jekk ikun hemm talba għal Rendikont(i) addizzjonali din tkun soġġetta għad-drittijiet skont it-Tariffa tad-Drittijiet tal-Bank. Meta jirċievi Rendikont, id-Detentur tal-Kont għandu jivverifika t-tranżazzjonijiet u jirrapporta kwalunkwe nuqqas ta' qbil lill-Bank fi żmien disġhin (90) jum mid-data tar-Rendikont.

## 3. L-OBBLIGI TAL-KLIJENT:

- 3.1 Il-Klijent u l-membri tal-Grupp(i) Awtorizzat(i) għandhom jużaw is-Servizz tal-APS 365 ONLINE b'konformità mar-regoli stipulati f'dan il-Ftehim u b'konformità ma' kull komunikazzjoni, istruzzjoni jew notifika maħruġa mill-Bank minn żmien għal żmien.
- 3.2 Il-Klijent jirrikonoxxi li jista' jgħaddi certu ħin biex talbiet, istruzzjonijiet, informazzjoni u komunikazzjonijiet ikunu trasmessi fuq l-Internet.
- 3.3 Meta jużaw is-Servizz, il-Klijent u l-membri tal-Grupp(i) Awtorizzat(i) għandhom jirrispettaw l-Att dwar it-Tranżazzjonijiet Esterni u ċ-Cirkolarijiet dwar it-Tranżazzjonijiet Esterni attwalment in vigore u kif emendati minn żmien għal żmien. Dawn iċ-Cirkolarijiet jistgħu jinstabu fuq is-sit elettroniku tal-Bank Ċentrali ta' Malta [www.centralbankmalta.org](http://www.centralbankmalta.org). Jekk ikun hemm ksur ta' xi waħda mid-dispożizzjonijiet tal-Att jew taċ-Cirkolarijiet dwar it-Tranżazzjonijiet Esterni, il-Klijent jiġi awtomatikament sospiż milli juża s-Servizz, u jsir rapport dwar dan lill-Bank Ċentrali ta' Malta.
- 3.4 Il-Klijent u l-membri tal-Grupp(i) Awtorizzat(i) qegħdin hawn jikkommettu ruħhom li jaġixxu in bona fede u li jeżerċitaw id-diligenza u l-attenzjoni li jixraq meta jużaw is-Servizz. Barra minn dan, il-Klijent hawn jikkonferma li l-Amministratur(i) u l-Utent(i) l-oħrajn kollha

jenjtraw fuq is-Servizz tal-APS 365 ONLINE data li huma biss ta' natura vera, korretta, preċiża u kompleta u li l-Amministratur(i) u l-Utent(i) l-oħrajn kollha jikkonfermaw li huma jafu li huma responsabbli għall-awtentività tad-data.

3.5 Kull Amministratur u kull Utent jifhem li l-Login ID, l-Istrument tas-Sigurtà, il-PIN tal-Istrument u l-Kodiċi tas-Sigurtà huma uniċi għalih u li m'għandux jizvela l-kontenut tagħhom jew jittrasferihom lil ebda terza persuna, inklużi Amministraturi jew Utenti oħrajn.

3.6 Kull Amministratur u kull Utent għandu jzomm il-Login ID, l-Istrument tas-Sigurtà, il-PIN tal-Istrument u l-Kodiċi tas-Sigurtà f'post fiż-żgur u protett u għandu jużahom bir-responsabbiltà. Huma jagħrfu li huma mistennija jirrispettaw dan il-Ftehim, kif ukoll il-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking u l-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE, illi kollha jinstabu fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).

3.7 Kull Amministratur u kull Utent għandu juża s-Servizz tal-APS 365 ONLINE biss f'ambjent ta' sigurtà, fuq sistema elettronika ħielsa minn kull virus u m'għammra b'firewall, u b'software antivirus u antispyware kif meħtieġ. Għal kull dettall tekniku ieħor marbut mas-Servizz tista' ssir referenza għall-Mistoqsijiet Komuni (FAQs) dwar l-APS365 ONLINE Internet Banking.

3.8 Meta jintuża s-Servizz, kull Amministratur u kull Utent għandu jagħmel użu biss minn apparat u software adegwat biex ikollu garanzija ta' aċċess kontinwu u bla interruzzjoni.

3.9 Il-Bank ma huwiex responsabbli għal ebda telf jew dannu li jsofri l-Klijent bħala riżultat ta' ksur tal-Klawsoli 3.4 sa 3.8.

3.10 Jekk il-Login ID, l-Istrument tas-Sigurtà, il-PIN tal-Istrument u / jew il-Kodiċi tas-Sigurtà jisfaw mitlufa, misruqa, danneġġati jew meqruda, u / jew ikun hemm suspett ta' xi aċċess jew istruzzjoni mhux awtorizzati, l-Amministratur għandu jinforma liċ-Ċentru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew jikteb lill-manijer fuq [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt). Barra minn dan, il-Bank jista' jittlob lill-Klijent, lill-Amministratur(i) u l-Utent(i) l-oħra, biex jikkollaboraw miegħu u mal-pulizija fuq din il-materja. F'każi bħal dawn, il-Bank ikollu d-diskrezzjoni unika u assoluta jekk jippermettix lill-Klijent, jew lill-Amministratur(i) u l-Utent(i), li jerga' jkollhom aċċess għas-Servizz.

3.11 Il-Klijent jinżammli f'haq skont it-Tariffa tad-Drittijiet tal-Bank talli jinbidillu l-Istrument tas-Sigurtà.

3.12 Il-Klijent hawn qiegħed jagħti l-kunsens tiegħu lill-Bank biex jiddebita wieħed mill-Kontijiet tiegħu kurrenti jew ta' tiffidil fost dawk magħżulin waqt l-abbonament għas-Servizz tal-APS 365 ONLINE biex jithallsu d-drittijiet u t-tariffi mgarrba. Fl-eventwalità li l-Kont magħżul ma jkunx fih biżżejjed fondi biex jithallsu d-drittijiet dovuti, il-Bank iżomm id-dritt li jiddebita kwalunkwe kont ieħor kurrenti jew ta' tiffidil miżmum f'isem il-Klijent waħdu biex jissalda l-flasijiet pendenti. Jekk ma jkun hemm ebda kont li minnu jkunu jistgħu jithallsu d-drittijiet dovuti, is-Servizz jiġi sospiż sakemm jerga' jkun hemm biżżejjed fondi fil-kont tal-Klijent.

3.15 Jekk il-Klijent jissuspetta li jkun hemm xi mġieba mhux xierqa marbuta mas-Servizz min-naħa tal-membri tal-Grupp(i) Awtorizzat(i), jew tal-Amministratur(i) jew l-Utent(i), il-Klijent għandu jieħu l-passi kollha neċessarji biex jassigura li dak il-Grupp(i) Awtorizzat(i) u / jew individwu jiġi mcaħħad mill-aċċess għas-Servizz.

3.16 Mat-tmiem tal-impieg ta' xi wieħed minn dawk imsemmija hawn taht, il-Klijent għandu jieħu l-passi ta' prekawzjoni li ġejjin:

- A. Fil-każ ta' Amministratur, il-Klijent għandu minnufih jinforma lill-Bank bit-temm tal-impieg, u għandu minnufih jinnomina Amministratur ġdid;
- B. Fil-każ ta' Utent, il-Klijent għandu minnufih jinforma lill-Bank bit-temm tal-impieg.

#### 4. L-OBBLIGI TAL-BANK:

4.1 Minħabba n-natura tas-Servizz, il-Bank ma jiggarantix li l-aċċess għas-Servizz ikun mingħajr interruzzjoni, bla dewmien jew bla żbalji.

4.2 Il-Bank ifittex li javża bil-quddiem lill-Klijenti permezz tal-Kaxxa tal-Posta Elettronika tal-APS 365 ONLINE u permezz tas-Sit Elettroniku uffijjali tiegħu b'xi interruzzjonijiet li jkunu mistennija li jkun hemm fis-Servizz, kollu jew parti minnu.

4.3 Minkejja dan, il-Bank jista' jissospendi s-Servizz, kollu jew parti minnu, mingħajr avviż bil-quddiem, fejn jidhirlu li dan hu meħtieġ, inkluż għal raġunijiet ta' manutenzjoni jew biex iħares lill-Klijent fejn ikun hemm xi każ suspettat ta' ksur ta' sigurtà. F'dan l-aħħar każ, il-Bank jista' jinforma lill-Klijent qabel ma jissospendi s-Servizz jew immedjatament wara.

4.4 Id-drittijiet u t-tariffi kollha miġbura mill-Bank, bl-eċċezzjoni ta' dawk id-drittijiet li jkunu applikabbli perijodikament, għar-rigward ta' tranżazzjonijiet li ma jkunux mitmuma b'suċċess minħabba li jkunu graw xi każi li jaqgħu taht il-Klawsoli 4.2 u 4.3 hawn fuq, jithallsu lura mill-Bank lill-Klijent. Il-Bank ma għandu ebda obligazzjoni oħra lejn il-Klijent flieq dan l-imsemmi flas lura.

4.5 Il-Bank ma huwiex responsabbli għal ebda telf, dirett jew indirett, ta' profitti, avvjament, negozju, jew tiffidil jew qligħ antiċipat u lanqas għal xi telf jew dannu indirett jew konsegwenzjali li jirriżulta mis-Servizz jew li għandu xi konnessjoni miegħu.

4.6 Il-Bank jieħu l-passi raġonevoli biex jassigura li s-Servizz ikollu sistemi adegwati ta' sigurtà b'mod li jtaffi, kemm jista' jkun, ir-riskji li jista' jkun hemm.

4.7 Fl-eventwalità li jiġi stabilizati li tranżazzjoni tkun għet m'għoddija ħażin mill-Bank, il-Bank jikkredita l-Kont bl-ammont u bid-drittijiet, tariffi, kummissjonijiet u m'għaxijiet relattivi li setgħu jkunu ġew iddebitati fih. Dan isir mingħajr preġudizzju għal kull rimedju ieħor li jista' jkun ipprovdut taht it-termini u kundizzjonijiet li jirregolaw il-Kont.

#### 5. L-ISTRUMENT TAS-SIGURTÀ:

5.1 Għal kemm idum fis-seħħ il-Ftehim, il-Bank jagħti lil kull Amministratur u lil kull Utent il-jedd, mhux esklussiv u mhux trasferibbli, li juża l-Istrument tas-Sigurtà ipprovdut mill-Bank. Dan il-jedd tal-użu għandu jkun konformi ma' dan il-Ftehim, mal-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking u mal-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE.

5.2 Id-drittijiet tal-proprjetà tal-Istrument tas-Sigurtà jibqgħu tal-Bank, u l-Klijent ikun obligat iroddu lura fi żmien ġimgħa (1) mit-terminazzjoni tal-Ftehim, ikunu xi jkunu r-raġunijiet tat-terminazzjoni. Meta jagħmel dan, il-Klijent ikun intitolat għal rifużjoni pro rata tad-dritt annwali miżmum mill-Bank għall-Istrument tas-Sigurtà.

5.3 Jekk u kull meta jidhirlu xieraq, il-Bank ikollu d-dritt li jittlob lill-Amministratur u l-Utent biex jieqfu jużaw l-Istrument tas-Sigurtà u jrodduh lura lill-Bank u / jew jibdew jużaw l-Istrument tas-Sigurtà ieħor minflok.

5.4 Il-Bank jirriżerva d-dritt li jzomm flas għall-provvista tal-Istrument tas-Sigurtà kif stipulat fit-Tariffa tad-Drittijiet tal-Bank fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).

#### 6. IL-KAXXA TAL-POSTA ELETTRONIKA TAL-APS 365 ONLINE:

6.1 Il-Bank għandu d-dritt li jibgħat istruzzjonijiet, komunikazzjonijiet u avviżi, inklużi aħbarijiet ta' natura ġenerali u ta' marketing, lill-Amministratur(i) u lill-Utent(i) fil-Kaxxa tal-Posta Elettronika li li teżisti fis-Servizz tal-APS 365 ONLINE.

6.2 Il-Klijent jitqies li jkun iċievja, permezz tal-membri tal-Grupp(i) Awtorizzat(i), u li ġie debitament notifikat b'kull istruzzjoni, komunikazzjoni jew notifika miġbħuta permezz tas-Servizz tal-APS 365 ONLINE malli din tkun tqiegħdet għad-dispożizzjoni tagħhom.

6.3 Il-Klijent, permezz tal-membri tal-Grupp(i) Awtorizzat(i), jista' wkoll juża l-Kaxxa tal-Posta Elettronika li tal-APS 365 ONLINE sabiex jikkomunika maċ-Ċentru għall-Assistenza tal-Klijenti tal-Bank.

#### 7. FLAS TA' DRITTIJET BANKARJI:

7.1 Il-Bank għandu d-dritt li jzomm flas ta' ammont stipulat għal kull perijodu mingħand il-Klijent għall-użu tas-Servizz tal-APS 365 ONLINE, u li jintroduċi jew jirrevedi tariffi u drittijiet skont it-Tariffa tad-Drittijiet tal-Bank ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt). Il-Klijent jiġi notifikat bit-tariffi u d-drittijiet godda jew riveduti fil-Kaxxa tal-Posta Elettronika tal-APS 365 ONLINE mhux aktar tard minn xahrejn (2) qabel id-data li fiha t-tariffi u d-drittijiet godda jew riveduti jidhlu fis-seħħ.

## 8. INDENNIZZ:

8.1 Sakemm ma jkunx dovuti għal ftija gravi jew nuqqas intenzjonat mill-Bank jew mill-impjegati tiegħu, u biss sal-limitu tat-telf jew dannu dirett u raġonevolment prevedibbli (jekk ikun hemm) li jirriżulta direttament u unikament minnhom jew tal-ammont tat-tranzazzjoni rilevanti (skont liema jkun l-anqas), il-Bank ma jassumi ebda obligazzjoni jew responsabbiltà lejn il-Klijent jew lejn kwalunkwe persuna oħra għall-konsegwenzi li jirriżultaw minn dan li ġej jew in-konnessjoni ma' dan li ġej:

A. In-nuqqas, dewmien, interruzzjoni, interċezzjoni, sospensjoni, telf, mutilazzjoni jew falliment ieħor fil-provvista tas-Servizz tal-APS 365 ONLINE (inklużi mingħajr ebda limitazzjoni l-interruzzjoni, interċezzjoni, sospensjoni, dewmien jew falliment fil-generazzjoni tal-Kodiċi tas-Sigurtà), għat-trasmissjoni ta' talbiet, istruzzjonijiet, komunikazzjonijiet, notifikazzjonijiet, jew informazzjoni marbuta mas-Servizz jew in-konnessjoni mas-Sit Elettroniku tas-Servizz, ikkawżati minn xi atti, omissjonijiet jew ċirkustanzi li l-Bank ma jkollu raġonevolment ebda kontroll fuqhom.

B. Nuqqas jew dewmien fl-ipprocessar ta' tranzazzjoni magħmula mill-Klijent permezz tal-membri tal-Grupp(i) Awtorizzat(i) fuq is-Servizz tal-APS 365 ONLINE.

C. Informazzjoni u / jew komputazzjoni li ma tkunx aġġornata, preċiża, korretta jew kompleta.

D. Kull dewmien jew inezattezza fil-ħruġ ta' xi avvizz, konferma u / jew Rendikont.

E. Kull difett jew nuqqas ta' funzjonament tal-Istrument tas-Sigurtà, jew tal-apparat u / jew tas-software li jintużaw mill-Amministratur(i), mill-Utent(i) jew mill-Bank.

F. Użu mhux awtorizzat tal-Login ID, l-Istrument tas-Sigurtà, il-PIN tal-Istrument u / jew il-Kodiċi tas-Sigurtà.

G. Kull att jew omissjoni min-naħa tal-Klijent, l-Amministratur(i) jew l-Utent(i) bi ksar tad-dispożizzjonijiet ta' dan il-Ftehim, tal-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking, tal-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE u ta' kull dokumentazzjoni oħra pertinenti.

H. In-nuqqas min-naħa tal-Klijent, l-Amministratur(i) jew l-Utent(i) milli jikkonformaw mal-liġijiet u r-regolamenti rilevanti, jew mal-politika, istruzzjonijiet, komunikazzjonijiet jew notifikazzjonijiet tal-Bank.

I. Kull kawża ta' force majeure.

8.2 Il-Klijent hawn qiegħed jikkommetti ruħu li jzomm lill-Bank indennizzat għal kolloxx u f'kull ħin, u liberu minn kull azzjoni, proċediment, talba, dannu, telf, dritt, spiża (inklużi mingħajr limitazzjoni drittijiet u spejjeż legali) li l-Bank jista' jgarrab, direttament jew indirettament u tkun xi tkun ir-raġuni, minħabba li jkun wettaq l-istruzzjoni tiegħu. Inoltre, il-Klijent jaċċetta li jirratifika kull azzjoni meħuda mill-Bank in-segwitu għal tali istruzzjonijiet, komunikazzjonijiet u avvizi mogħtija permezz tas-Servizz tal-APS 365 ONLINE.

8.3 Malli jkun hemm avvizz jew suspett illi l-Login ID, il-PIN tal-Istrument u / jew il-Kodiċi tas-Sigurtà setgħu ġew żvelati lil xi persuna mhux awtorizzata, u / jew li l-Istrument tas-Sigurtà seta' safa mitluf jew ġie f'idejn jew fil-kontroll ta' xi persuna mhux awtorizzata, jew li seta' sar użu mhux awtorizzat tas-Servizz, il-Klijent jibqa' responsabbli sa massimu ta' €150 għall-użu tas-Servizz minn persuni mhux awtorizzati jew għal għanijiet mhux awtorizzati sakemm il-Klijent jew l-Amministratur(i) ma javzawx lill-Bank b'dak li jkun gara, skont it-termini tal-Klawsola 3.10.

8.4 Minkejja dak li hemm fil-Klawsola 8.3 hawn fuq, il-Klijent jinżamm responsabbli għal kull telf, inkluż l-ammont ta' kull tranzazzjoni mgħoddija mingħajr l-awtorità tiegħu, fejn ikun jista' jiġi pprovat mill-Bank li l-Klijent, l-Amministratur(i) jew l-Utent(i) ikunu aġixxew bi frodi jew bi traskuraġni grassa, u b'hekk ikunu għamluha faċli li tgħaddi tranzazzjoni mhux awtorizzata. Għall-finijiet ta' din il-Klawsola, "traskuraġni grassa" tinkludi wkoll in-nuqqas min-naħa tal-Klijent, l-Amministratur(i) jew l-Utent(i) li josservaw id-dmirijiet imsemmija fil-Klawsoli 3.4 sa 3.8 hawn fuq, kif ukoll li jsegwu l-Pariri ta' Sigurtà li jinstabu fil-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking u fil-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE, u li jaġixxu skont it-termini tad-dokumentazzjoni pertinenti.

8.5 Il-Bank huwa obligat li jaġixxi b'konformità mal-liġijiet u mar-regolamenti u t-talbiet tal-awtoritajiet pubbliċi u regolatorji f'diversi guri-dizzjonijiet għal dak li jirrigwarda l-prevenzjoni tal-ħasil tal-flus, tal-finanzjament tat-terroriżmu u tal-provvista ta' servizzi finanzjarji u oħrajn lil persuni jew entitajiet li fuqhom ikun hemm sanzjonijiet. Fit-twettiq ta' dawn l-obbligi, il-Bank jista' jieħu kull azzjoni li jidhirlu xierqa, bħal m'huma l-interċezzjoni u l-investigazzjoni ta' xi rikjesta, istruzzjoni jew tranzazzjoni, u l-Bank ma jkun responsabbli għal ebda telf jew dannu li jista' jirriżulta, ikun ta' liema natura jkun u tkun xi tkun ir-raġuni, li l-Klijent jew terzi persuni jistgħu jgarrbu bħala riżultat ta' xi dewmien jew nuqqas ta' eżekuzzjoni. Għaldaqstant, il-Bank ma jistax jiggarantixxi l-veraċità jew il-korrettezza ta' kwalunkwe messaġġ ta' konferma għar-rigward ta' xi rikjesta, istruzzjoni jew tranzazzjoni li tkun soġġetta għal xi azzjoni meħuda in-segwitu ta' din il-Klawsola.

## 9. TERMINAZZJONI TAL-FTEHIM:

9.1 Minkejja d-dispożizzjonijiet li hemm fil-Klawsoli 3.3, 3.10 u 4.3, il-Bank u / jew il-Klijent huma intitolati li jirrestringu, jissospendu jew jiterminaw il-Ftehim għal kwakunkwe raġuni, bil-kundizzjoni li jingħata avvizz bil-miktub minn ġimagħtejn (2) qabel.

9.2 Ir-restrizzjoni, sospensjoni jew terminazzjoni tal-Ftehim tfisser ir-restrizzjoni, sospensjoni jew terminazzjoni, skont il-każ, sew tas-Servizz tal-APS 365 ONLINE kemm tal-użu tal-Login ID, tal-Istrument tas-Sigurtà, tal-PIN tal-Istrument u tal-Kodiċi tas-Sigurtà, jew ta' wieħed jew uħud minnhom.

9.3 Minkejja dak li hemm fil-Klawsola 9.1 hawn fuq, il-Bank huwa intitolat li jirrestringi, jissospendi jew jitermina l-Ftehim, minnufih u mingħajr avvizz minn qabel, fil-każi li ġejjin:

A. Il-Klijent ikun ġie dikjarat fallut.

B. Il-Klijent, l-Amministratur(i) jew l-Utent(i) ikunu negliġenti jew ma jkunx konformi ma' dan il-Ftehim, mal-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking jew mal-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE jew ma' xi dokumentazzjoni pertinenti.

C. Ir-relazzjoni bankarja bejn il-Klijent u l-Bank tkun intemmet, hi x'inh i-raġuni.

D. Tibdil fil-kundizzjonijiet tas-suq jew fil-prattika ġenerali tal-Bank.

E. Tibdil fil-liġi jew deċiżjoni meħuda minn xi qorti, tribunal, regolatur jew korp simili.

F. Kull kawża ta' force majeure.

9.4 Minkejja dak li hemm fil-Klawsola 9.3 hawn fuq, u sakemm ma jkunx dikjarat speċifikament mod ieħor mill-Bank, ir-restrizzjoni, sospensjoni jew terminazzjoni tal-Ftehim normalment ma toloqtx u / jew ma tippregudikax il-kontinwazzjoni tar-relazzjoni bankarja bejn il-Bank u l-Klijent, u lanqas toloqtx u / jew tippregudika xi relazzjoni bankarja li tkun diġà teżisti ma' xi wieħed mill-Amministraturi jew l-Utenti fil-kapaċità tiegħu personali.

9.5 Ladarba s-Servizz ikun ġie terminat, il-Klijent jintalab iħallas immedjatament id-drittijiet, kummissjonijiet, tariffi u mgħaxxijiet kollha pendenti, waqt li l-Klijent ikun intitolat għal rifużjoni pro rata tad-dritt tal-abbonament u / jew ta' xi dritt ieħor applikabbli.

9.6 Wara li l-Ftehim ikun sospiż jew terminat, id-dispożizzjonijiet kollha ta' dan il-Ftehim illi l-portata tagħhom jista' jkollha effett biss jekk jibqgħu jgħoddu wara s-sospensjoni jew it-terminazzjoni tas-Servizz u / jew tal-użu tas-Servizz mill-Klijent, jibqgħu għal kolloxx in vigore.

## 10. FORZA MAĠĠURI:

10.1 Il-Bank ma jkun responsabbli għal ebda dewmien li jista' jkun hemm fit-twettiq ta' kwalunkwe wieħed mill-obbligi tiegħu taħt dan il-Ftehim minħabba kawzi li hu ma jkollux raġonevolment kontroll fuqhom, inklużi (imma mhux biss) nar, gwerra, irvell, taqlib civili, azzjoni tal-gvern, strajk, lock-out jew azzjoni industrijali jew tilwim ieħor mal-ħaddiema (sew jekk dawk imdaħħla jkunu l-impjegati tal-Bank kemm dawk ta' terzi), difett jew nuqqas mhux mistenni fil-funzjonament ta' sistemi tal-kompjuter, tat-telefonija, jew tal-komunikazzjoni tad-data, atti ta' xi awtorità civili jew militari, azzjonijiet ġudizzjarji, diżastri naturali, jew xi disgrazzja jew xi traġedja naturali oħra, sakemm u sa fejn l-effetti ta' tali ċirkustanzi jibqgħu jseħħu.

## 11. KUNFIDENZJALITÀ:

11.1 Il-Klijent jifhem li waqt li jkun qed jinghata s-Servizz jista' jkun meħtieġ li l-Bank u l-Klijent jgħaddu bejniethom ċerta informazzjoni kunfidenzjali. Il-Klijent jifhem illi, fl-għoti tas-Servizz, il-Bank ikollu bżonn jipproċessa, jaqsam jew jibgħat informazzjoni, dwaru jew dwar l-Amministratur(i) u / jew l-Utent(i) u l-Kont(i) tiegħu, fl-ambitu tal-Bank stess jew għand terzi persuni, u għalhekk qiegħed hawn jawtorizza lill-Bank biex jagħmel dan.

11.2 B'danakollu, il-Bank jieħu l-passi kollha biex jassigura illi, sa fejn ikun possibbli, l-informazzjoni kollha li jkollu li tkun irreferi għall-Klijent ma tiġix zvelata lil terzi persuni, flief:

- A. Fejn meħtieġ minn xi liġi jew regolament, jew mitlub minn xi awtorità pubblika jew regulatorja.
- B. Għall-fini tal-prevenzjoni ta' frodi.
- C. Sabiex il-Bank ikun jista' jagħti s-Servizz.

Il-Klijent jirrikonoxxi li d-data entrata fis-Servizz u l-informazzjoni li tgħaddi minnu jingarru fuq l-Internet.

11.3 Il-Bank jipproċessa d-data, b'konformità mal-leġislazzjoni dwar il-Protezzjoni tad-Data attwalment in vigore, għal għanijiet diversi, li jinkludu:

- A. Biex jagħti s-Servizz.
- B. Biex jiżviluppa u jtejjeb il-prodotti u s-servizzi tal-Bank.

11.4 Għalkemm, fl-għoti tas-Servizz, il-pakketti tad-data personali jiġu trasmessi f'forma krittografata, l-identità ta' min ikun qed jibgħat u ta' min ikun qed jirċievi ma tkunx krittografata, u għalhekk tista' potenzjalment tinqara minn terzi persuni. Hekk jista' jkun possibbli li terza persuna tasal għall-konkluzjoni li teżisti relazzjoni bankarja bejn il-Klijent u l-Bank.

11.5 Jekk il-Klijent, jew l-Amministratur(i) u / jew l-Utent(i) jiksbu aċċess mhux awtorizzat għal xi data, inklużi data li tappartjeni lill-Bank, għandhom jitrattaw dik id-data bħala kunfidenzjali u minnufih jinformat lill-Bank.

## 12. DRITTIJET TAL-AWTUR U MARKI REĠISTRATI:

12.1 Il-kontenut kollu tas-Servizz tal-APS 365 ONLINE huwa soġġett għal-liġijiet dwar id-drittijiet tal-awtur.

12.2 APS 365 ONLINE hija marka reġistrata tal-APS Bank Limited.

12.3 Il-Klijent, l-Amministratur(i) u l-Utent(i) hawn qegħdin jagħtu l-kunsens tagħhom li ma jużawx is-Servizz u / jew is-Sit Elettroniku tas-Servizz għal xi għan li jmur kontra l-liġi jew li jkun abbużiv, libelluż, oxxen jew ta' theddid.

## 13. ASSISTENZA LILL-KLIJENTI:

13.1 Jekk il-Bank ma jilhaqx l-istandard ta' servizz mistenni mill-Klijent, jew jekk il-Klijent jaħseb li l-Bank ikun għamel xi żball, il-Klijent 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 jergax jiġri l-istess.

13.2 Ilmenti għandhom isiru bil-fomm jew bil-miktub lill-manijer tal-fergħa rispettiva jew b'telefonata liċ-Ċentru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew bil-kitba lill-manijer fuq [csc@apsbank.com.mt](mailto: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 l-Klijent jiġi mgħarraf bir-riżultat tal-istħarriġ. Fl-eventwalità li l-Klijent ma jkunx sodisfatt bir-riżultat tal-istħarriġ tal-Bank jista' jindirizza l-ilment tiegħu bil-miktub lill-Manijer għall-Ilmenti tal-Konsumatur, l-Awtorità għas-Servizzi Finanzjarji ta' Malta, Triq Notabile, H'Attard BKR 3000, Malta jew fuq [consumerinfo@mfsa.com.mt](mailto:consumerinfo@mfsa.com.mt).

## 14. ĠENERALI:

14.1 Il-Bank jista' jirrifjuta li jeżegwixxi xi talba, istruzzjoni jew tranżazzjoni permezz tas-Servizz tal-APS 365 ONLINE f'każi fejn it-talba, istruzzjoni jew tranżazzjoni tkun taqbeż xi limitu partikolari jew fejn ikun hemm suspett li jkun se jsir xi ksur ta' dan il-Ftehim, jew tal-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking jew tal-Linj Gwida dwar is-Sigurtà tal-APS 365 ONLINE, jew li jkun se jsir xi ksur ta' sigurtà.

14.2 Fl-eventwalità li jsir żball marbut mas-Servizz tal-APS 365 ONLINE illi ma jkunx attribwibbli lill-Klijent, lill-Amministratur(i) jew lill-Utent(i), il-Bank jagħmel dak kollu li jkun raġonevolment meħtieġ biex jirrettifika l-iżball u jerga' jibgħat jew jipproċessa t-talba, istruzzjoni jew tranżazzjoni tal-Klijent mingħajr ebda spiża addizzjonali għall-Klijent.

14.3 Is-Servizz tal-APS 365 ONLINE, il-Metodi ta' Awtenkazzjoni li jipprovdu l-aċċess għalih, u d-dokumentazzjoni kollha rilevanti, inkluż il-Ftehim, jistgħu minn żmien għal żmien jiġu emendati, estiżi jew sostitwiti mill-Bank fid-diskrezzjoni tiegħu. Il-Bank jinforma lill-Klijent mhux aktar tard minn xahrejn (2) qabel id-data li fiha l-emenda, estensjoni jew sostituzzjoni tidhol fis-seħħ. B'danakollu, il-fatt illi l-Klijent jibqa' jaċċessa u juża s-Servizz, permezz tal-membri tal-Grupp(i) Awtorizzat(i), għal perijodu ta' xahar (1) mid-data tal-avviz ta' tali emenda, estensjoni jew sostituzzjoni jkun jikkostitwixxi l-aċċettazzjoni tal-Klijent ta' dawk it-tibdiliet.

14.4 Il-Bank jista' jaħtar lil terzi persuni biex jiprovdu s-Servizz tal-APS 365 ONLINE, kollu jew parti minnu, u dawk it-terzi persuni għandhom josservaw ir-regoli tal-kunfidenzjalità.

14.5 Fl-eventwalità ta' amalgamazzjoni, akkwizzizzjoni jew trasferiment tal-attivitajiet tal-Bank, kollha jew uħud minnhom, il-Bank ikun intitolat li jitransferixxi u jassenja s-Servizz u l-Ftehim tal-APS 365 ONLINE lill-entità li tassumi l-attivitajiet tal-Bank.

14.6 Il-Bank ma jggarantix li s-Servizz ikun hieles minn kull virus jew minn fatturi distruttivi li jistgħu jolqtu hażin l-apparat elettroniku, is-software jew il-makkinarju tal-Klijent, tal-Amministratur(i) jew tal-Utent(i).

14.7 Is-Servizz huwa mfassal biex jintuża f'Malta u mhux indirizzat jew intenzjonat li jitqassam jew jintuża minn xi persuna jew entità f'xi ġurisdizzjoni jew pajjiż fejn il-pubblikazzjoni jew id-disponibilità tas-Servizz jew tali tqassam jew użu jmorru kontra l-liġi jew ir-regolamenti tal-post. Jekk il-Klijent jagħzel li juża s-Servizz, ir-responsabbiltà li jikkonforma mal-liġijiet applikabbli lokali, nazzjonali jew internazzjonali tkun tiegħu, u kull użu tas-Servizz li jsir barra minn Malta jkun totalment għar-riskju tal-Klijent. Huwa rakkomandat li l-Klijent ifittex il-parir ta' konsulent legali biex jiggwidah dwar din is-sitwazzjoni partikolari.

14.8 Il-Klijent jista' jikkomunika mal-Bank bl-Ingliz jew bil-Malti, għalkemm il-Bank jippreferi jikkomunika bl-Ingliz.

## 15. SEPARABILITÀ:

15.1 Kull waħda mid-dispożizzjonijiet ta' dan il-Ftehim hija separabbli u distinta mill-oħrajn, u jekk xi darba waħda jew aktar minn dawn id-dispożizzjonijiet li mhijex ta' natura fundamentali, tkun jew issir illegali, invalida jew ma tkunx tista' tiġi inforzata, id-dispożizzjonijiet l-oħrajn ma jtiflu xejn mil-legalità u l-validità tagħhom u mill-kapaċità tagħhom li jiġu inforzati.

## 16. DIKJARAZZJONI TA' ĊAĦDA:

16.1 Ebda att, dewmien jew nuqqas min-naħa tal-Bank ma jkollu xi effett fuq id-drittijiet, poteri u rimedji li għandu l-Bank taħt dan il-Ftehim jew fuq xi eżerċizzju ieħor jew ulterjuri ta' dawk id-drittijiet, poteri jew rimedji. Id-drittijiet u r-rimedji taħt dan il-Ftehim huma kumulattivi u ma jeskludux id-drittijiet u r-rimedji li tagħti l-liġi.

## 17. LIĠI U PROCEDURE:

17.1 Is-Servizz u dan il-Ftehim huma regolati u jiġu interpretati skont il-Liġijiet ta' Malta.

17.2 Il-Qrati ta' Malta jkollhom il-ġurisdizzjoni esklussiva fuq kull talba u / jew tilwima li jkun hemm għar-rigward tas-Servizz u ta' dan il-Ftehim.

Jien / Aħna, hawn taħt iffirmit(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għas-Servizz tal-APS 365 ONLINE - Ftehim għall-Klijenti Inkorporati, maħruġa mill-APS Bank Limited, u li jien / aħna qrajthom / qrajniehom, fhimthom / fhimniehom, u naċċetta(w)hom.

---

Firma / Firem

---

Data

---

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 tipprovdli 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](http://www.apsbank.com.mt).*

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

**ANNEX NR. 1**  
**LISTA TAL-KONTIJET U TAL-PRODOTTI**

- ❖ Ara l-bilanċ(i) tal-kont(ijiet);
- ❖ Iċċekkja l-entrati fil-kont(ijiet);
- ❖ Iftaħ kontijiet fl-ewro jew f'munita oħra barranija;
- ❖ Ibdel l-istatus tal-kont, il-metodu għall-flas tal-imghax jew l-istruzzjonijiet tal-maturità ta' kontijiet ta' depożitu fiss;
- ❖ Agħti lsem Familjari lil kont(ijiet) tiegħek;
- ❖ Avża lill-Bank li trid tiġbed flus minn Kont Bonanza;
- ❖ Ittrasferixxi flus bejn kontijiet li għandek mal-Bank fl-ewro jew f'munita oħra barranija;
- ❖ Ittrasferixxi flus fl-ewro jew f'munita oħra barranija minn kont tiegħek għal kwalunkwe kont ieħor madwar id-dinja;
- ❖ Ordna flus kontanti fl-ewro jew f'munita oħra barranija;
- ❖ Ordna ċekkijiet bankarji fl-ewro jew f'munita oħra barranija;
- ❖ Ffallas kontijiet għas-servizzi utilitarji jew kontijiet oħra;
- ❖ Oħloq, emenda jew hassar ordnijiet fissi;
- ❖ Ordna jew hassar twaqqif ta' pagament b'ċekk;
- ❖ Ordna kotba taċ-ċekkijiet jew tad-depożitu;
- ❖ Ara u ordna ritratt(i) taċ-ċekk(ijiet);
- ❖ Ara u stampa rendikont(i) u aghmel ordni biex rendikont uffiċjali tal-Bank jintbagħatlek bil-posta fl-indirizz magħżul minnek;
- ❖ Ara r-rati tal-kambju;
- ❖ Ara t-Tariffa tad-Drittijiet u t-Tabella tal-Finijiet tal-Qtugh tal-Bank;
- ❖ Applika għal-kard ġdida;
- ❖ Orbot il-kont(ijiet) mal-PREMIER jew VISA Debit Card (hemm xi kundizzjonijiet);
- ❖ Ibdel il-limitu ta' kuljum fuq il-VISA Debit Card;
- ❖ Avża lill-Bank bit-telf jew serq tal-Kard(s);
- ❖ Itlob Numru ta' Identifikazzjoni Personali (PIN) ġdid fuq il-Kard;
- ❖ Ibdel id-dettalji ta' fejn nikkuntattjawk;
- ❖ Aħdem l-ammont prospettiv ta' flasijiet lura fuq self fiss;
- ❖ Iffissa r-regoli dwar firmatarji\*;
- ❖ Ibdel il-Password jew in-numru taċ-ċellulari\*\*.

\* tapplika għal Detenturi ta' Kont Kongunt u għal Klijenti Inkorporati

\*\* tapplika għal min juża l-Metodu ta' Awtentikazzjoni biċ-Ċellulari

**ANNEX NRU. 2**  
**IL-LIMITI TAT-TRANŻAZZJONIJIET U TA' KULJUM**

<i>Awtorità</i>	<i>Tip ta' Limitu</i>	<i>Valur tal-Limitu</i>
Trasferiment ta' flus bejn kontijiet tiegħek	Għal kull tranżazzjoni	€50,000
Trasferiment ta' flus bejn kontijiet tiegħek	Kuljum	€120,000
Trasferiment ta' flus lil terza persuna	Għal kull tranżazzjoni	€15,000
Trasferiment ta' flus lil terza persuna	Kuljum	€25,000
Ftuħ ta' kont ġdid ta' depożitu fiss	Għal kull tranżazzjoni	€50,000
Ftuħ ta' kont ġdid ta' depożitu fiss	Kuljum	€120,000
Ftuħ ta' Kont	Għal kull tranżazzjoni	€50,000
Ftuħ ta' Kont	Kuljum	€120,000
Ħolqien ta' ordni fissa	Għal kull tranżazzjoni	€15,000
Ħolqien ta' ordni fissa	Kuljum	€25,000
Ordni għal flus kontanti jew ċekk bankarju	Għal kull tranżazzjoni	€250,000
Ordni għal flus kontanti jew ċekk bankarju	Kuljum	€500,000
Avviż dwar Bonanza	Għal kull tranżazzjoni	€50,000
Avviż dwar Bonanza	Kuljum	€120,000
Ħlas ta' kont	Għal kull tranżazzjoni	€15,000
Ħlas ta' kont	Kuljum	€25,000