

## CARDS – TERMS AND CONDITIONS

These Terms and Conditions govern the use of all Debit cards issued by APS Bank Limited including APS VISA Debit Card, PREMIER Card and PINs.

It is important that the Cardholder 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 any account, maintained by the Bank in the name of the Principal Cardholder in relation to the Card or the Additional Card/s. Apart from this Agreement, the Account is subject to all the terms and conditions then in force that are applicable to that type of account;
- **“Additional Card”** means the Additional Card issued to an Additional Cardholder;
- **“Additional Cardholder”** means a person to whom an ‘Additional Card’ has been issued under Clause 2 of this Agreement and whose transactions are chargeable to the Account of the Principal Cardholder;
- **“Agreement”** means the agreement in force from time to time between the Bank and the Cardholder and which includes the Terms and Conditions that regulate the issue and use of the Card;
- **“ATM”** means Automated Teller Machine;
- **“Bank”** means APS Bank Limited, (C 2192) having its Registered Address at APS Centre, Tower Street, Birkirkara BKR 4012, and all its assignees and successors in title;
- **“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 Cardholder, and any other card issued in the future that bears the same characteristics of the Cards named here;
- **“Card transaction”** means any payment made for goods and services from merchants or cash withdrawn from a bank or ATM or obtained by the use of the Card or Card number;
- **“Cardholder”** means the Principal Cardholder and the Additional Cardholder, unless the Bank indicates otherwise;
- **“Credit Limit”** means the maximum debit (overdrawn) balance agreed with and notified to the Principal Cardholder by the Bank permitted on the Account and subject to any other condition agreed to from time to time between the Bank and the Principal Cardholder;
- **“EPOS”** means Electronic Point Of Sale;
- **“Merchant”** means a retailer or a service provider who operates an EPOS;
- **“Party/Parties”** means the Bank, Cardholder or Additional Cardholders, whether singularly or collectively, as the case may be.
- **“PIN”** means the Personal Identification Number issued by the Bank, to the Cardholder/s to be used with the Card;
- **“Principal Cardholder”** means the customer in whose name the Bank maintains a Card. The customer can be an individual or a legal entity;
- **“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:

- a. References to the **“Card”** shall include card details, security details and PINs.
- b. 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. USE OF THE CARD:

1.1 The Cardholder is authorising the Bank to debit the Account by all amounts - including any amount charged by another bank for the use of their ATM &/or EPOS, resulting from Card transaction/s, even if the Cardholder has not authorised that transaction (liability for Card transactions is subject to Clause 5 below), together with all other amounts that the Cardholder owes the Bank under the Agreement then in force.

1.2 The Card may be used to pay for goods and services from merchants, or to withdraw cash from a bank, (including over the counter cash advances) or ATM, or for any other purposes allowed by the Bank from time to time, up to the Cardholder’s available and cleared balance on the Account or up to the agreed Credit Limit, if any. The Card must not be used for illegal purposes.

The Cards may be used as follows:

- a. The APS VISA Debit Card may be used in Malta and overseas to pay for goods and services from merchants or to withdraw cash from banks or ATMs that display the VISA logo, and for any other purposes that may be allowed from time to time.
- b. The APS PREMIER Card may be used only in Malta to pay for goods and services from merchants that display the PREMIER / Cashlink logo, to withdraw cash from or deposit at the Bank’s ATMs and also ATMs of Bank of Valletta p.l.c. and for any other purposes that may be allowed from time to time.

1.3 The Cardholder must ensure that there are enough funds available in the Account to meet all Card transactions and unless previously authorised by the Bank, he cannot overdraw the Account. However, subject to Clause 5 of this Agreement, the Bank shall have the right to charge to the Account the amounts of all Card transactions whether or not the Account is overdrawn or becomes overdrawn as a result.

1.4 The amount of cash that the Cardholder may withdraw using the Card may be restricted by the Bank without giving him a notice, if the Account was recently opened or if any Term or Condition of the Agreement has been broken.

1.5 Use of the Card will be as permitted by the Bank and may be:

- a. Accompanied by the Cardholder signing a sales voucher or order form showing, among other things, the Card number. Or
- b. Through an ATM or other machine, sometimes using the PIN. Or
- c. Carried out over the telephone quoting the Card number and other details. Or
- d. To pay for goods and services through the Internet or other electronic media, including interactive television. The Bank strongly recommends the use of ‘secure payment’ sites and software when using the Card details over the Internet.

1.6 The Bank may refuse to authorise the use of the Card in the following instances:

- a. In relation to cash withdrawals, if Clause 1.4 applies. Or
- b. The transaction does not comply with the Agreement then in force. Or
- c. It considers that the Card or the Account has been or is likely to be misused or compromised.

1.7 As part of the Bank's decision-making process and in an effort to minimise the misuse of Card, the Bank may refer an authorisation request back to the merchant for further information that may result in the Cardholder being asked to produce further means of identification. This procedure may also be done on a random basis for fraud prevention purposes.

1.8 When a transaction is made in a currency which is different from the currency in which the Account is denominated the amounts will be converted into the currency of the Account at the rates of exchange applicable at the time the transactions are cleared by the International Payment Company and all charges, if any, are for the Account Holder. The Bank's exchange rates [shown against each transaction] are the wholesale rates applied by the International Payment Company [as applicable] on the date the transaction amounts are cleared by the International Payment Company adjusted by a premium of currently 0.5% if the transaction is effected within the EU and currently by 1.25% for transactions effected in non-EU countries. Foreign Currency so obtained is subject to any conditions or restrictions that may be imposed by the Central Bank of Malta from time to time.

1.9 The Cardholder cannot 'stop' a payment made by the use of the Card. However, if a merchant is liable to refund a Card transaction, the Bank will only credit the Account when the Bank receives an appropriate refund voucher or satisfactory confirmation from the merchant. No claim by the Cardholder against a third party may be the subject of a defence or counterclaim against the Bank.

1.10 The Bank will have no liability for the refusal of a merchant or any bank to accept the Card. If the Cardholder is in dispute with or has a claim against a merchant or bank over a transaction made using the Card, the Bank may give the Cardholder time to resolve any claim or dispute but may still require payment in accordance with this Agreement.

Before processing any refund due to the Cardholder, the Bank may request a written notification from the Cardholder that an item in the Statement in fact does not belong to him.

1.11 Without prejudice to Clause 6 hereunder, the Cardholder authorises the Bank to charge to the Account all amounts paid or obtained by use of the Card, or any Additional Card, (including any amount charged back by another bank), even if he has not authorised that transaction together with all other amounts the Principal Cardholder owes the Bank from time to time under this Agreement or any other terms relating to the use of the Card or the Account.

1.12 Even though the Bank may allow third parties to make credits, - 'Third Party Credits', - to the Account, it reserves the right, at its discretion, not to allow such Third Party Credits. Furthermore, one should note that Third Party Credits may take up to twenty four (24) hours from the latest time of receipt as per Cut-Off-Time Table. Third Party Credits can be reversed by the person making such Third Party Credits or his agent. Where the Third Party Credits consist in cash the Cardholder should consult the Cut-Off-Time Table published by the Bank on [www.apsbank.com.mt](http://www.apsbank.com.mt).

1.13 Where a merchant has sought authorisation from the Bank, the amount authorised will immediately reduce the amount of available balance on the Account.

1.14 Accounts that become overdrawn as a result of Card transactions will be subject to a fee and interests in accordance with Clause 10 below. The Cardholder is also bound to immediately pay any such overdrawn amounts unless a Credit Limit has been already agreed to with the Bank.

1.15 Interest charged on debit balances is calculated daily and is deducted from the Account on charging dates, currently twice yearly in June and December.

1.16 The Bank shall have the right to refuse payment for goods or services, including those purchased through EPOS, by use of the Card if there are not enough funds in the Account to meet such payments and the Bank is not obliged to consider the availability of funds in any other account/s held by the Cardholder.

1.17 The maximum amount of cash withdrawals and payments effected by the Cardholder with the Card, whether locally or abroad, on a daily basis, i.e. the daily limit cannot exceed:

- a. €500 if PREMIER Card is used to withdraw cash and another €500 to pay for goods or services at a merchant, etc., provided such amount is available in the Cardholder's Account, or is within the Credit Limit arranged with the Bank.
- b. €1,000 if VISA Debit Card is used provided such amount is available in the Cardholder's Account, or is within the Credit Limit arranged with the Bank.
- c. A VISA Debit Cardholder can waive, reduce or increase the *daily limit* and consequently he can withdraw any permissible amount from the Account. Any such amendments have to be made in writing.
- d. The Bank, at its discretion, has the right to change and update the *daily limit* at any time in accordance with Clause 7 below.

Information about these limits can be obtained from the Bank. Merchants and other banks may impose their own limits on the amount of cash or purchases that can be effected.

1.18 For the purposes of Clause 1.17 above, the term "daily" is to be interpreted as meaning a period spanning approximately from about 17:00 hrs of one bank working day to about 17:00 hrs of the next bank working day, excluding Sundays, Public and Bank Holidays in Malta.

1.19 On expiry, the Card is subject to renewal unless either Party terminates this Agreement according to Clause 6 below. It is the responsibility of the Cardholder to ensure that the renewed Card is in his possession prior to the expiry date of the Card.

1.20 When deposits are made in the Bank's ATMs, the Bank will verify the contents of the deposit envelope under dual controlled conditions, and in the event of a discrepancy between the contents of the deposit envelope and the amount written thereon and / or entered on the ATM/deposit machine, the Bank's count will, in the ordinary way, be taken as the correct amount of the deposit. The deposit will be credited to the account indicated on the deposit envelope/slip. The Account holder indicated on the deposit envelope/slip will be informed of any discrepancy.

When deposits are made in the ATMs of Bank of Valletta p.l.c. the Bank will credit the Account indicated on the deposit envelope/slip with the amount indicated to the Bank by Bank of Valletta p.l.c. The Account holder indicated on the deposit envelope/slip will be informed of any discrepancy.

The Bank reserves the right to:

- a. Postpone payment against Uncleared Effects which may be credited to the Account.
- 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 foreign or local law.

## 2. ADDITIONAL CARDHOLDER/S:

2.1 The Principal Cardholder, may, from time to time, request the Bank in writing, by completing an application form, to issue Additional Card/s to person/s that he nominates and authorises to operate the Account in terms of a mandate filed with the Bank. The application form for the Additional Card must also be signed by the Additional Cardholder.

2.2 The Principal Cardholder shall be responsible for the use of the Additional Card by the Additional Cardholder as if such Additional Card had been issued to and used by him. Furthermore, the Principal Cardholder will be liable to the Bank for all the acts and omissions of the Additional Cardholder and he must also make sure that the Additional Cardholder is aware of and complies with this Agreement.

2.3 All Card transactions effected by the Additional Cardholder will be charged to the Account, and, where applicable, this Agreement shall also apply to the Additional Card.

2.4 An Additional Cardholder has no right to enforce any term or condition of this Agreement.

2.5 The Principal Cardholder and the Additional Cardholder/s shall be liable jointly and severally for the Card and any obligation incumbent on the Principal Cardholder under this Agreement shall be construed to refer also to the Additional Cardholder/s.

### 3. THE CARD AND THE PIN:

3.1 The Card remains the property of the Bank at all times and must be returned immediately to the Bank upon its first request. The Principal Cardholder is also responsible for the return of any Additional Card.

3.2 At the written request of the Principal Cardholder (by filling in the appropriate application form), the Bank may issue a replacement Card or Additional Card or PIN. Nonetheless, such an issue is at the Bank's sole and absolute discretion.

3.3 The PIN, just like the Card, may only be used by the Cardholder and must not be disclosed to anyone or recorded in any manner that allows another person to discover it or that might enable the PIN to be identified with the Card.

Furthermore, the Cardholder should note that:

- a. The PIN is unique and is only known to him.
- b. The PIN must be kept separate from the Card at all times.
- c. ATMs can only be used by using the Card in conjunction with the PIN.
- d. The Card and the PIN are always required when using an APS VISA Debit Card at an EPOS.
- e. An erroneous PIN entry for three (3) consecutive times at any ATM may cause the ATM to capture and block the Card from further use for twenty four (24) hours.
- f. If the PIN of an APS VISA Debit Card is entered erroneously for three (3) consecutive times on an EPOS, the card is automatically blocked. If this happens, one can unblock that card by using the card with the correct PIN on the Bank's and Bank of Valletta p.l.c.'s ATMs.
- g. The PIN for an APS VISA Debit Card can be changed through any ATM operated by the Bank or Bank of Valletta p.l.c.

3.4 The Cardholder must take all reasonable precautions to prevent the Card and the PIN from being used fraudulently. The precautions that should be taken by the Cardholder include:

- a. Immediately signing the Card (on the back where indicated) upon receipt.
- b. Carry the Card on his person or keep the Card in a secure and safe place and check it regularly to ensure that it has not been stolen.
- c. Not allowing anyone else to use the Card.
- d. When he suspects that he has misplaced the Card, report it as lost, even if he thinks that he has left the Card somewhere 'safe' or 'familiar'. Once the Card is reported lost it can NEVER be used again and the Cardholder needs to apply with the Bank for a new Card. In such cases the charges referred to in Clause 10 apply.
- e. Complying with any other reasonable instructions issued by the Bank regarding the safekeeping of the Card, Card number or PIN.
- f. Not interfering with any magnetic stripe or integrated circuit (chip) in the Card.
- g. Not disclosing the Card number to any third party except in connection with a Card transaction or when reporting to the Bank the loss or theft of the Card.
- h. Destroying the PIN notification sent to him by the Bank immediately after memorising the PIN.
- i. Not writing down the PIN on the Card or anywhere or disclosing it to anyone else including the Police officers and/or the Bank's personnel.
- j. Not using the Card if it has been cancelled or withdrawn.
- k. Using the Card only if it has not lapsed, i.e., during the validity period expiring on the last day of the month embossed on the Card itself.
- l. Ensuring that all withdrawals comply with these Terms and Conditions.
- m. If the Card is damaged in any way, it must be returned immediately to the Bank for replacement and the Card should not be used in the meantime.
- n. Checking that the correct amount is entered or debited before authorising any transaction.
- o. Not disclosing sensitive card data such as Card number, expiry date, PIN, etc especially via email.
- p. Ensuring that when possible, a Card transaction is conducted in his presence.
- q. Carefully checking whether he is entitled for a refund when returning goods. Checks for specific clauses on receipts such as "No Refunds".
- r. Ensures that he agrees with the amount to be charged to his Card. Keeps copies of all invoices/correspondence indicating the description and costs of the ordered items.
- s. Carefully reads the Terms and Conditions provided by the merchant when ordering items over the Internet especially, the return and cancellation policy.
- t. Be aware of scams such as notification of exorbitant winning especially if he has not participated in the lottery and related price winning game. These can be received either by post or by electronic means such as SMSs, emails or pop-ups.
- u. He should be vigilant to any person/s who offer/s assistance while using the ATM especially if he has not requested such assistance and the person/s is/are not Bank employee/s.

### 4. TRANSACTIONS ON THE ACCOUNT:

4.1 Debits (withdrawals) to the Account:

- a. All Card transactions from the Account will normally be posted to the Account within three (3) working days from transaction date or receipt by the Bank of the details of the transaction, whichever is the later.

4.2 Credits (deposits) to the Account can be made in the following manner:

- a. By effecting a cheque/cash deposit (bank notes only, no coins), by the APS PREMIER Card at any of the Bank's ATMs or the ATMs of Bank of Valletta p.l.c.
- b. By effecting a transfer between Customer accounts by the Card at any of the Bank's ATMs.
- c. By depositing a cheque/cash at any of the Bank's Branches and Agencies (Agencies accept only non-cash transactions).
- d. By giving instructions to any of the Bank's Branches to make a transfer or make a direct credit to the Account.
- e. By using the APS 365 Online.

Irrespective of which method the Cardholder opts to use, non-cash deposits will be credited to the Account not later than three (3) working days after receipt of the instructions. Where the deposit consists in cash the Cardholder should consult the Cut-Off Time Table published by the Bank. Cut-Off-Time Table can also be viewed from [www.apsbank.com.mt](http://www.apsbank.com.mt)

### 5. LOST, THEFT AND / OR MISUSE OF CARDS:

5.1 The Cardholder must take all reasonable precautions, including the ones mentioned in Clause 3 above, to prevent the loss, theft or misuse of the Card. Nevertheless, if the Card is lost or stolen or is liable to be misused or the Cardholder suspects that someone else has discovered the PIN, he must notify the Bank immediately by using the Bank's emergency telephone numbers: 2122 6644 during office hours and 2123 4821 (Bank Of Valletta p.l.c. Support Service) outside office hours. In the eventuality that the APS VISA Debit Card is lost or stolen abroad, the Cardholder should contact the Bank on its emergency telephone numbers or, if unavailable, notify any bank that displays the VISA logo. Upon receipt of notification that the Card has been lost, stolen or misused, the Bank will then take steps to stop the use of the Card, and where appropriate, any Additional Card/s on the Account. If requested by the Bank, the Cardholder must return the Card and any Additional Card/s diagonally cut in half and must immediately confirm in writing the loss, theft or misuse of the Card, to the manager, Bank's Card Section at APS Bank Ltd, APS Centre, Tower Street, Birkirkara BKR 4012, Malta or write to the manager on

[apscards@apsbank.com.mt](mailto:apscards@apsbank.com.mt) or any other address from which the Bank may operate this service and which the Bank will duly notify to the Cardholder.

5.2 Whenever the Card/Additional Card is lost, stolen or misused, the Cardholder must co-operate with the Bank and the Police officers in their efforts to recover the Card/Additional Card by providing all the information in his possession as to the circumstances of the loss, theft or misuse of the Card/Additional Card or the disclosure of the PIN and to take all the steps deemed necessary by the Bank to assist in the recovery of the Card/Additional Card. The Cardholder must also co-operate with the Bank and the Police officers in their efforts to investigate any unauthorised transactions reported on the Account. If the Cardholder is requested by the Bank to report such transactions to the Police, this must be done as soon as possible and in any event within seven (7) days of the request. If the Cardholder finds or retrieves the Card/Additional Card after it was reported lost or stolen, he must not use it but should return it to the Bank diagonally cut in half.

5.3 Unless the Cardholder is liable under Clause 5.5 of this Agreement, the Bank will pay back to the Account the entire amounts of the transaction/s debited to the same Account following the notification in accordance with Clause 5.1 and which are due to the Card/Additional Card being used by someone other than him. Any amount in excess of €150 debited to the Account prior to notification under Clause 5.1 shall be paid back to the same Account by the Bank, with the Cardholder bearing the first €150.

5.4 Before the Bank is able to process any refund to which the Cardholder may be entitled, it may require his written notification that he did not effect a Card transaction featuring on his Statement.

5.5 If the Card/Additional Card is obtained or misused by someone else with the Cardholder's consent or through his gross negligence, then, subject to any statutory limitation, he will be liable without limit for the sums charged to the Account due to the use of the Card/Additional Card up to the time the Bank is informed in accordance with Clause 5.1 above.

## **6. RETURN OF CARD/S AND ENDING OF THIS AGREEMENT:**

6.1 The Principal Cardholder may terminate this Agreement at any time by writing to the Bank and enclosing his Card and any Additional Card/s diagonally cut in half. On expiry, the Card is subject to renewal unless the Cardholder advises the Bank not to renew the Card. Such advice is to reach the Bank thirty (30) days prior to the expiry date of the Card.

6.2 Unless the Bank is expressly informed in writing to the contrary, termination of the Agreement by the Principal Cardholder will automatically result in the termination of the Agreement between the Additional Cardholder and the Bank.

6.3 The Bank will cancel use of any Additional Card if that Additional Cardholder or the Principal Cardholder writes to the Bank asking it to do so and the Additional Card is returned to the Bank if it has not then expired. If the Additional Card is not returned, the Bank may stoilist the Card.

6.4 Subject to compliance with any procedures required by statute and / or this Agreement, the Bank may request the return of the Card and Additional Card/s and / or cancel or suspend its use and / or end this Agreement if:

- a. The Bank considers that the Card or the Account or any other facility that the Cardholder has with the Bank has been or is likely to be misused. Or
- b. The agreed Credit Limit, if any, on the Account is exceeded. Or
- c. Any term or condition of this Agreement or any other facility that the Cardholder has with the Bank is broken. Or
- d. Any information given by the Cardholder to the Bank in his application form proves to be incorrect. Or
- e. The Cardholder dies or is declared bankrupt or insolvent or has similar legal proceedings taken against him. Or
- f. Any other event occurs or circumstances arise which in the Bank's opinion is likely to affect materially and adversely the Cardholder's ability to perform all or any of his obligation under or otherwise to comply with this Agreement.

6.5 Notwithstanding Clause 6.4 above, the Bank may end this Agreement, if there are valid reasons for doing so, at any time by giving the Cardholder notice in writing. Suspension of the Card shall likewise be communicated to the Cardholder in writing as will the re-activation of the service.

6.6 Termination of this Agreement by the Bank will not affect any rights or obligations of either of the Parties including, the Cardholder's liability to the Bank existing at that time. Upon termination for whatever reason, all amounts due will be payable in full on demand. Interest will continue to accrue on the balance outstanding at the highest commercial rates prevailing at the time.

6.7 When the Card/Additional Card is returned to the Bank, the Cardholder must make sure that it is first diagonally cut in half. Please refer to Clauses 5.1 and 5.2 in relation to Cards that have been reported lost or stolen.

6.8 If this Agreement ends:

- a. The Cardholder will continue to be liable for any Card transaction made before or after its termination.
- b. Interest will continue to accrue on the debit balance outstanding at the highest commercial rates prevailing at the time, or, if otherwise agreed between both Parties, whichever is the higher.
- c. Subject to compliance with any procedures required by statute and / or the Agreement, the Bank may require the Cardholder to immediately refund all the money that the Cardholder owes the Bank.
- d. The Cardholder shall be entitled to a pro rata refund of the annual fee charged by the Bank.
- e. Any rights or obligations of either Party will remain valid.

## **7. CHANGING THE TERMS AND CONDITIONS OF THE AGREEMENT:**

7.1 The Bank may change this Agreement, including fees, commissions and charges, by introducing new ones, at its own discretion.

7.2 If the Bank withdraws any Card product, it may, at its discretion, change also the applicable terms and conditions in accordance with Clause 7.1 above and, if necessary, issue the Cardholder with a new Card. The Bank may also cancel the Card that the new one replaces. In such cases, the use of the Card will become subject to the new terms and conditions. Nevertheless, this Clause does not limit the Bank's rights under this Agreement.

7.3 Without prejudice to the generality of Clause 7.1 above, the circumstances when the Bank may vary the Agreement include:

- a. Changes in market conditions or in banking practice.
- b. Changes in costs to the Bank.
- c. If the Cardholder is in breach of any of these terms and conditions of the Agreement or if the Cardholder 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. Merger with or acquisition of the business by/of another bank or organisation offering similar services.
- g. Changes imposed or requested by any Payment System.
- h. Event occurs or circumstances arise that may reasonably affect the performance of all or any of the Parties' rights and obligations under this Agreement.

7.4 Changes to this Agreement shall be communicated to the Cardholder at least two (2) months before their coming into force. In the absence of the Bank receiving any objection thereto in writing from the Cardholder, it shall be deemed that the Cardholder has accepted the proposed service and any such changes shall be deemed to form part of this Agreement.

7.5 The Cardholder can end this Agreement under Clause 6.1 above if he does not like any change effected by the Bank. Any such termination shall not result in the Cardholder incurring any charge and the Cardholder is entitled to a pro rata refund of the annual fee charged by the Bank for the use of the Card/Additional Card.

## **8. CARD PROMOTIONS:**

- 8.1 The Bank may from time to time advise the Cardholder of details of Card promotions. Such promotions may make available to the Cardholder preferential terms and / or special offers applicable to the use of the Card.
- 8.2 Any such Card promotion will be available subject to such terms and conditions notified by the Bank.
- 8.3 The Bank may offer any Card promotion selectively and at its complete discretion.
- 8.4 The Bank may in its sole and absolute discretion withdraw or alter any Card promotion but only after it has given the Cardholder reasonable notice or any other notice required by law.

## **9. CARDHOLDER'S PERSONAL INFORMATION:**

- 9.1 The Bank will treat all the Cardholder'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 Cardholder's relationship with the Bank or his name and address will be disclosed to anyone, except with the Cardholder's consent or if required by local law.
- 9.2 Information about the Cardholder and his Account may be put onto the Bank's database and used, analysed and assessed by the Bank to provide the Cardholder with a better service. Apart from the Bank, this information, including the nature of the Cardholder's transactions, will be disclosed to third parties in order to provide the Cardholder 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.
- 9.3 The Bank aims to keep the Cardholder's information up to date. The Bank may use third parties to process information on its behalf and in all processing of information, the Cardholder'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.
- 9.4 The Bank may also disclose information about the Cardholder and the conduct of the Account to any person to whom the Bank transfers its rights and obligations under this Agreement.
- 9.5 If the Cardholder 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.
- 9.6 Under Data Protection legislation, the Cardholder can ask in writing for a copy of certain personal records the Bank holds about him. The Cardholder also has the right to request rectification, blocking or erasing of such personal data that has not been processed in accordance with such legislation.
- 9.7 The Bank may monitor or record the Cardholder'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.
- 9.8 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 Cardholder 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 Customer's accounts. The records will also be used for statistical analysis about credit, insurance and fraud.

## **10. FEES AND TARIFFS:**

- 10.1 All fees incurred or charged by the Bank for all Card transactions performed by the Cardholder will be charged to the Account.
- 10.2 There are no charges for cash withdrawals effected by means of the Card at any Branch of the Bank, ATMs of the Bank and / or those of Bank of Valletta p.l.c. Cash withdrawals effected by means of the VISA Debit Card at any other bank or any other ATM network may be subject to a fee, in according to the Tariff of Charges published on [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 10.3 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 the Bank's website [www.apsbank.com.mt](http://www.apsbank.com.mt)
- 10.4 Changes to any interest rate are not subject to Clause 7.4 above. Such changes shall come into effect upon the date specified in the publication of such a change.
- 10.5 The Cardholder must pay the Bank the costs and expenses of enforcing this Agreement and all such other costs that the Bank may incur and impose whenever the Cardholder breaks any term or condition of the Agreement.

## **11. JOINT ACCOUNTS:**

- 11.1 Until and unless the Bank receives notice to the contrary, when an Account is in joint names, it may issue a Card to any one or more Joint Account Holder/s, provided he can solely operate the Account in terms of the relevant mandate instructions, and all these terms and conditions of this Agreement apply.
- 11.2 The Bank reserves the right to pay and deduct from the Account all amounts which any of the Joint Account Holders instructs or otherwise authorises 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.
- 11.3 Each Joint Account Holder is jointly and individually responsible for any transaction effected by the Card and for complying with this Agreement.
- 11.4 By signing the application form, each and every Joint Account Holder agrees that when statements or other notices are sent by the Bank, no more than one copy is necessary and that these are sent to the mailing address given by the Account Holders.

## **12. NON-PHYSICAL CARDHOLDER/S:**

- 12.1 Cards issued in the name of non-physical persons, will include the name of the duly appointed representative. Any and all Card transactions carried out by the said representative shall be considered as having been carried out by the non-physical person. The term 'Cardholder', in this Agreement, shall refer to the non-physical person in whose name the Account is held, and also to its duly appointed representative, as applicable.

## **13. GENERAL:**

- 13.1 The Cardholder is to check the entries on the statements for possible processing errors that may have unintentionally occurred at the time of the transaction.
- 13.2 The Bank may from time to time make additional services or benefits available to the Cardholder.
- 13.3 The Bank may transfer all or any of its rights and / or obligations under this Agreement to a person that it reasonably considers capable of performing them. References to the 'Bank' in this Agreement would then be read as references to the person to whom any relevant right/s and/or obligation/s were transferred.
- 13.4 The Cardholder may not assign or transfer any of the right/s and / or obligation/s under this Agreement.
- 13.5 Any security given by the Cardholder to the Bank does not apply to this Agreement.
- 13.6 The Bank may on occasion, at its discretion:
- Allow the Cardholder extra time to comply with his obligations. Or
  - Decide not to exercise some of its rights. Or
  - Extend the period for which preferential terms and conditions may apply.

However, in such instances the Bank can still insist on the strict application of the terms and conditions of this Agreement later on.

- 13.7 The Bank may exercise its right to use any credit balance on any other account that the Cardholder holds with the Bank to reduce or repay any sums he fails to pay under this Agreement. In such instances, the Bank will inform the Cardholder.
- 13.8 Any Card, PIN, statement or other document, which is required to be given or served by the Bank under these Terms and Conditions shall, at the Bank's option, either be served at or mailed to the address stated in the relevant Application Form at the Cardholder's address, or at any other new address notified to the Bank in writing by him.
- 13.9 Should the Cardholder request the Bank to send any Card, PIN, statement 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. The Cardholder must immediately notify the Bank in writing of any change of name or address.
- 13.10 Service by the Bank shall be deemed to have been properly effected if made or mailed as in Clauses 13.8 and 13.9 above.
- 13.11 The Bank shall have the right to refuse an application for the Card without giving reason thereof, and the filling in of an application form does not automatically mean that a Card will be granted to the applicant.
- 13.12 The Cardholder is bound by these Terms and Conditions, both when:
- Applying in person at one of the Bank's branches or agencies. In such a case, the applicant will be requested to sign a hard copy of these Terms and Conditions for retention by the Bank.
  - Applying for a Card through the APS 365 Online. In such a case, the applicant agrees that he has read, understood and accepted these Terms and Conditions, even if they are only provided in electronic format. Nonetheless, the printing and retention of these Terms and Conditions is recommended for future reference.
- 13.13 Without prejudice to Clause 7.4, 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.
- 13.14 The Cardholder 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 or write to the manager on [apscards@apsbank.com.mt](mailto:apscards@apsbank.com.mt)

#### 14. BANK'S LIABILITY:

- 14.1 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 charges which may have been debited to the same. The Bank shall also bear any interest to which the Cardholder is subject due to the non-execution or erroneous execution of the transaction in question. This shall be without prejudice to any other remedy which may be provided for under the terms and conditions governing the Account.
- 14.2 The Bank shall not be liable towards the Cardholder for any indirect or consequential damages, including but not limited to, loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind. Should the foregoing be found to be inapplicable, the Bank's total liability to the Cardholder in respect of damages specified above shall, in aggregate, in respect of any claim or series of claims arising in any calendar year, not exceed €1,500. The Cardholder is responsible for obtaining, if he considers it appropriate, insurance cover at his own cost, for any loss exceeding the limit of €1,500 or any loss for which the Bank is not liable.
- 14.3 The Bank shall endeavour to give a complete service at all times but it shall not be liable for any loss to the Cardholder due to:
- Any failure or delay in providing its service caused by strikes, industrial action, failure of power supply or equipment, other causes beyond the Bank's reasonable control and any instances of force majeure. Or
  - Any merchant, bank or other person, or ATM refusing or being unable to accept the Card. Or
  - The way in which any such refusal or non-acceptance is conveyed to the Cardholder.
- 14.4 The Cardholder shall be entitled to request to the Bank a refund of any transaction effected through a merchant where the Cardholder can produce evidence that the authorisation did not specify the exact amount when he gave the said authorisation and the amount of the transaction exceeded the amount the Cardholder could reasonably have expected taking into account his previous spending patterns and the relevant circumstances of the case. Any such request is to be received by the Bank within eight (8) weeks from the date on which the amount claimed was debited to the Account and the Bank shall inform the Cardholder whether it will be allowing his request within ten (10) working days of receiving the same.

#### 15. COMPLAINTS PROCEDURE:

- 15.1 If the Bank does not deliver the standard of service expected by the Cardholder, or if the Cardholder believes that the Bank has made a mistake, the Cardholder 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.
- 15.2 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 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 investigation, he may direct his complaint to the Consumer Complaints Manager at the Malta Financial Services Authority by 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).

#### 16. GOVERNING LAW AND JURISDICTION:

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

#### 17. ADDITIONAL TERMS AND CONDITIONS:

- 17.1 When effecting transactions with the Card, the Cardholder should also refer to the Payment Services Directive – General Terms & Conditions which are deemed to be part of this Agreement. Any conflict between the provisions of the two should be resolved in favour of the General Terms & Conditions.

I / We, the undersigned, do hereby declare that I / We have been provided with a copy of the Cards – 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).*

## TERMINI U KUNDIZZJONIJIET għall- KARD

Dawn it-termini u kundizzjonijiet jirregolaw l-użu tal-Kard maħruġa mill-APS Bank Limited, inkluzi l- APS VISA *Debit* Card, il-PREMIER Card u l-PINs.

Huwa importanti li d-Detentur tal-Kard 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:

- “**ATM**” tfisser Automated Teller Machine;
- “**Bank**” tfisser l-APS Bank Limited, (C 2192) li għandu l-uffiċċju registrat f'APS Centre, Triq it-Torri, Birkirkara BKR 4012, Malta u ċ-ċessjonarji u s-suċċessuri kollha tiegħu b'titlu;
- “**Detentur Ewlieni tal-Kard**” tfisser il-klijent li f'ismu l-Bank jamministra l-Kard. Il-klijent jista' jkun individwu jew entità legali;
- “**Detentur ta' Kard**” tfisser id-Detentur Ewlieni tal-Kard u d-Detentur ta' Kard Addizzjonali, sakemm il-Bank ma jindikax mod ieħor;
- “**Detentur ta' Kard Addizzjonali**” tfisser persuna li lilha tkun inħarġet Kard Addizzjonali skont il-Klawsola 2 ta' dan il-Ftehim u li t-tranzazzjonijiet tagħha jiġu debitati fil-Kont tad-Detentur Ewlieni tal-Kard;
- “**Effetti mhux Ikklerjati**” tfisser depożitu jew depożiti fil-Kont magħmulin b'ċekk, li jkunu jistgħu jingibdu biss wara li jkunu onorati mill-bank jew fergħa li fuqha jkun miktub iċ-ċekk;
- “**EPOS**” tfisser postazzjoni tal-bejgħ elettronika (Electronic Point of Sale);
- “**Ftehim**” tfisser il-ftehim li jkun in vigore minn żmien għal żmien bejn il-Bank u d-Detentur tal-Kard u li jinkludi t-Termini u Kundizzjonijiet li jirregolaw il-fruġ u l-użu tal-Kard;
- “**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-Kard. “Kard” tista' tfisser ukoll kwalunkwe kard oħra li l-Bank jista' joħroġ fil-futur li jkollha l-istess karatteristiċi tal-Kard imsemmija hawn;
- “**Kard Addizzjonali**” tfisser il-Kard Addizzjonali maħruġa lil Detentur ta' Kard Addizzjonali;
- “**Kont**” tfisser kull kont, mizmum mill-Bank f'isem id-Detentur Ewlieni tal-Kard, li fuqu tinħareġ Kard jew Kard Addizzjonali. Minbarra dan il-Ftehim, il-Kont huwa soġġett għat-termini u kundizzjonijiet kollha li jkunu in forza u applikabbli għal dak it-tip ta' Kont;
- “**Limitu ta' Kreditu**” tfisser il-bilanċ massimu ta' debitu (dejn) miftiehem bejn il-Bank u d-Detentur tal-Kard - u li dwaru l-Bank ikun ta' avviz lid-Detentur tal-Kard - li jkun permess fuq il-Kont, u li jkun soġġett għal kwalunkwe kundizzjoni oħra li minn żmien għal żmien jistgħu jiftiehem fuqha l-Bank u d-Detentur tal-Kard;
- “**Merkant (merchant)**” (**Merchant**) tfisser bejjieġ ta' prodotti jew fornitur ta' servizzi li jopera EPOS;
- “**Parti**” u “**Partijiet**” ifissru l-Bank, id-Detentur tal-Kard jew id-Detentur(i) ta' Kard Addizzjonali, sew jekk individwalment kemm jekk kollettivament, skont il-każ;
- “**PIN**” tfisser in-Numru tal-Identifikazzjoni Personali maħruġ mill-Bank lid-Detentur(i) tal-Kard biex jintuża mal-Kard;
- “**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;
- “**Tranzazzjoni bil-Kard**” tfisser kull hlas li jsir għal prodotti jew servizzi minn għand il-merkant (merchant) (merchants) u kull somma ta' flus kontanti miġbuda minn bank jew minn ATM jew akkwistata bl-użu tal-Kard jew tan-numru tal-Kard.

F'dawn it-Termini u Kundizzjonijiet:

- a. Fejn hemm riferenza għal “**Kard**” din tinkludi d-dettalji tal-kard, id-dettalji tas-sigurtà u l-PINs.
- b. Klijem jew termini li jimportaw il-generu maskil jinkludu wkoll il-generu femminili u dak newtru, u l-kliem miktubin fis-singular jinkludu l-plural u dawk fil-plural jinkludu s-singular.

### 1. L-UŻU TAL-KARD:

1.1 Id-Detentur tal-Kard qiegħed jawtorizza lill-Bank biex jiddebita l-Kont bl-ammonti kollha – inkluż kull ammont debitat minn bank ieħor għall-użu ta' ATM u / jew EPOS tiegħu - li jirriżultaw minn tranzazzjoni(jiet) bil-Kard, anke jekk id-Detentur tal-Kard ma jkunx awtorizza dik it-tranzazzjoni (ir-responsabbiltà għat-tranzazzjonijiet bil-Kard hija soġġetta għall-Klawsola 5 hawn taħt), flimkien ma' kull ammont ieħor li d-Detentur tal-Kont ikollu jagħti lill-Bank taħt il-Ftehim li jkun in vigore dakinhar.

1.2 Il-Kard tista' tintuża biex isiru hłasijiet għal prodotti u servizzi minn għand merkant (merchant) (merchants) (merchants), jew biex jingibdu flus minn bank (inklużi avvanzati ta' flus minn għand il-kaxxiera) jew minn ATM, jew għal kwalunkwe għan ieħor permess mill-Bank minn żmien għal żmien, sakemm l-ammont ma jaqbiżx il-bilanċ disponibbli u kkerjat fil-Kont jew, jekk ikun hemm, il-Limitu ta' Kreditu miftiehem. Il-Kard m'għandha tintuża għal ebda skop illegali.

Il-Kard tista' tintuża kif ġej:

- a. L-APS VISA Debit Card tista' tintuża Malta u barra biex isiru hłasijiet għal prodotti u servizzi minn għand merkant (merchant) (merchants), jew biex jingibdu flus minn bank jew minn ATMs li jeżibixxu l-emblema tal-VISA, u għal kwalunkwe għan ieħor li jista' jkun permess minn żmien għal żmien.
- b. L-APS PREMIER Card tista' tintuża f'Malta biss biex isiru hłasijiet għal prodotti u servizzi minn għand merkant (merchant) (merchants) li jeżibixxu l-emblema tal-PREMIER jew Cashlink, biex jingibdu flus mill, jew isiru depositi fl-ATMs tal-Bank u ATMs tal-Bank of Valletta p.l.c, u għal kwalunkwe għan ieħor li jista' jkun permess minn żmien għal żmien.

1.3 Id-Detentur tal-Kard huwa responsabbli li jara li jkollu biżżejjed fondi disponibbli fil-Kont biex ikopri t-tranzazzjonijiet kollha bil-Kard, u sakemm ma jkunx awtorizzat minn qabel mill-Bank ma jistax jiġbed iżjed milli jkollu fil-Kont. Madankollu, mingħajr preġudizzju għall-Klawsola 5 ta' dan il-Ftehim, il-Bank ikollu d-dritt jiddebita l-Kont bl-ammonti tat-tranzazzjonijiet kollha bil-Kard anke jekk il-Kont ikollu bilanċ negattiv jew jispiċċa b'bilanċ negattiv bħala riżultat.

1.4 L-ammont ta' flus li d-Detentur tal-Kard jista' jiġbed bl-użu tal-Kard jista' jiġi limitat mill-Bank mingħajr ma jingħatalu avviz, jekk il-Kont ikun ilu miftuħ għal ftit żmien biss jew jekk ikun sar ksur ta' xi Termini jew Kundizzjoni fil-Ftehim.

1.5 L-użu tal-Kard għandu jkun kif permess mill-Bank, u jista' jsir:

- a. Billi d-Detentur tal-Kard jiffirma dokument ta' bejgħ jew formola ta' ordni fejn, fost dettalji oħra, jidher in-numru tal-Kard. Jew
- b. Permezz ta' ATM jew magna oħra, xi drabi bl-użu tal-PIN. Jew
- c. Permezz ta' telefonata li fiha jiġi kkwotat in-numru tal-Kard flimkien ma' dettalji oħra. Jew

- d. Biex isir f'has għal prodotti jew servizzi bl-Internet jew b'mezzi elettronici oħra, inkluża t-televiżjoni interattiva. Il-Bank jirrakkomanda bil-qawwa li, fejn ikunu se jingħataw id-dettalji tal-Kard fuq l-Internet, jintużaw biss siti u software ta' "pagament b'sigurtà".

1.6 Il-Bank jista' jirrifjuta li jawtorizza l-użu tal-Kard fil-każi li ġejjin:

- Għar-rigward ta' għid ta' flus jekk tkun tapplika l-Klawsola 1.4. Jew
- It-tranzazzjoni ma tkunx konformi mal-Ftehim li jkun in vigore dakinhar. Jew
- Jikkunsidra li l-Kard jew il-Kont gew, jew hemm probabbiltà li jiġu, użati hażin jew kompromessi.

1.7 Bħala parti mill-proċess biex tittiehed deċiżjoni u bi sforz biex jitnaqqas l-użu hażin tal-Kard, il-Bank jista' jirreferi talba għall-awtorizzazzjoni lura lill-merkant (merchant) biex tingħata aktar informazzjoni, u dan jista' jfisser li d-Detentur tal-Kard jintalab juri mezzu ulterjuri ta' identifikazzjoni. Din il-proċedura tista' ssir ukoll fuq bażi ta' kif jinzerta, għal għanijiet ta' prevenzjoni ta' frodi.

1.8 Meta tranzazzjoni ssir f'munita li hi differenti mill-munita li fiha jkun denominat il-Kont, l-ammonti jinqalbu fil-munita tal-Kont bir-rati tal-kambju li jkunu japplikaw fil-hin li t-tranzazzjoni tkun ikklerjata mill-Kumpanija Internazzjonali tal-Pagamenti, u l-ispejjeż kollha, jekk ikun hemm, jiġihallu mid-Detentur tal-Kont. Ir-rati tal-kambju tal-Bank [li jkunu jidhru hdejn kull tranzazzjoni] huma r-rati applikati mill-Kumpanija Internazzjonali tal-Pagamenti [skont kif ikunu japplikaw] fid-data li l-ammonti tat-tranzazzjoni jkunu kklerjati mill-Kumpanija Internazzjonali tal-Pagamenti, aġġustati b'żieda li attwalment hija ta' 0.5% għal tranzazzjonijiet magħmula fl-UE u ta' 1.25% għal tranzazzjonijiet barra l-UE. Il-munita barranija miksuba b'dan il-mod hija soġġetta għall-kundizzjonijiet jew restrizzjonijiet li l-Bank Ċentrali ta' Malta jista' jimponi minn żmien għal żmien.

1.9 Id-Detentur tal-Kard ma jistax 'iwaqqaf' pagament magħmul bl-użu tal-Kard. Madankollu, meta merkant (merchant) ikollu jirrifondi tranzazzjoni li tkun saret bil-Kard, il-Bank jikkredita l-Kont biss wara li jkun irċieva dokument validu ta' rifużjoni jew konferma sodisfaċenti minn għand il-merkant (merchant). Ebda azzjoni li ssir mid-Detentur tal-Kard kontra xi terza persuna ma tista' tintuża bħala difiża jew kontrorikjam kontra l-Bank.

1.10 Il-Bank ma jiehu ebda responsabbiltà jekk xi merkant (merchant) jew bank ieħor jirrifjuta li jaċċetta l-Kard. Jekk id-Detentur tal-Kard ikollu xi tilwima jew talba kontra xi merkant (merchant) jew bank dwar xi tranzazzjoni magħmula bil-Kard, il-Bank jista' jagħti żmien lid-Detentur tal-Kard biex jirrizolvi dik it-tilwima jew talba imma xorta waħda jista' jeżiġi li jsir il-ħlas skont kif jitlob dan il-Ftehim.

Qabel ma jipproċessa rifużjoni li tkun dovuta lid-Detentur tal-Kard, il-Bank jista' jitlob lid-Detentur tal-Kard li jagħti avvizz bil-miktub li l-entrata fir-Rendikont attwalment ma tirreferix għal xi tranzazzjoni magħmula minnu.

1.11 Mingħajr preġudizzju għall-Klawsola 6 hawn taħt, id-Detentur tal-Kard jawtorizza lill-Bank biex jiddebita l-Kont bl-ammonti kollha mħallsa jew miksuba bl-użu tal-Kard, jew tal-Kard Addizzjonali jekk hemm, (inklużi ammonti li setgħu ġew iddebitati lura minn xi bank ieħor), anke fejn tranzazzjoni ma tkunx ġiet awtorizzata minnu, flimkien ma' kull ammont ieħor dovut lill-Bank mid-Detentur Ewlieni tal-Kard minn żmien għal żmien taħt dan il-Ftehim jew taħt xi termini oħra li jirreferu għall-użu tal-Kard jew tal-Kont.

1.12 Għalkemm il-Bank jista' jippermetti li jsiru krediti fil-Kont minn terzi persuni ("Krediti minn Terzi Persuni"), jirriżerva d-dritt fid-diskrezzjoni tiegħu li ma jippermettix tali Krediti minn Terzi Persuni. Inoltr, trid tittiehed nota li l-Krediti minn Terzi Persuni jistgħu jdmu biex jgħaddu sa erbgha u għoxrin (24) siegħa mill-aktar ħin tard li jistgħu jkunu riċevuti skont it-Tabella tal-Finijiet tal-Qtugħ. Il-Krediti minn Terzi Persuni jistgħu jitreġġu lura mill-persuna li tkun għamlet tali Krediti minn Terzi Persuni jew mill-aġent tagħha. Fejn il-Krediti minn Terzi Persuni jikkonsistu fi flus, id-Detentur tal-Kard għandu jikkonsulta t-Tabella tal-Finijiet tal-Qtugħ ippubblikata mill-Bank fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).

1.13 Fejn merkant (merchant) ikun talab l-awtorizzazzjoni mill-Bank, l-ammont awtorizzat inaqqas immedjatament l-ammont tal-bilanċ disponibbli fil-Kont.

1.14 Meta Kont jispiċċa b'bilanċ negattiv bħala riżultat ta' tranzazzjoni magħmula bil-Kard, dan ikun soġġett għall-ħlas ta' dritt u mgħaxxiet skont kif imniżżel fil-Klawsola 10 hawn taħt. Sakemm ma jkunx diġà sar ftehim mal-Bank biex jingħata Limitu ta' Kreditu, id-Detentur tal-Kard huwa obligat li jhallas minnufih l-ammont ta' tali bilanċ negattiv.

1.15 L-imgħax dovut fuq bilanċ ta' debitu jiġi maħdum kuljum u jkun iddebitat fil-Kont fid-dati meta jgħaddi l-proċess tad-debitu, bħalissa darbtejn fis-sena f'Gunju u Diċembru.

1.16 Il-Bank ikollu d-dritt li jirrifjuta li jhallas għal prodotti jew servizzi mixtrija bl-użu tal-Kard, inklużi dawk mixtrija minn EPOS, jekk ma jkunx hemm fondi biżżejjed fil-Kont biex ikopru dawk il-pagamenti u l-Bank ma jkunx obligat li jara xi flus oħra jista' jkun hemm f'xi kontijiet oħra tad-Detentur tal-Kard.

1.17 L-ammont massimu ta' flus li d-Detentur tal-Kard jista' jiġbed u / jew iħallas kuljum permezz tal-Kard, sew jekk ikun f'Malta kemm barra, jiġifieri *l-limitu ta' kuljum*, huwa ta':

- €500 meta tintuża l-PREMIER Card biex jingibdu l-flus, u €500 oħra jekk tintuża biex isiru f'hasijiet għal prodotti jew servizzi minn għand merkant (merchant) eċċ., sakemm il-Kont tad-Detentur tal-Kard ikun fih biżżejjed flus biex ikopru l-ammont jew ma jinqabizx il-Limitu ta' Kreditu miftiehem mal-Bank.
- €1,000 jekk tintuża l-VISA Debit Card, sakemm il-Kont tad-Detentur tal-Kard ikun fih biżżejjed flus biex ikopru l-ammont jew ma jinqabizx il-Limitu ta' Kreditu miftiehem mal-Bank.
- Detentur ta' VISA Debit Card jista' jneħhi, inaqqas jew iżid il-*limitu ta' kuljum* u b'hekk ikun jista' jiġbed mill-Kont kwalunkwe ammont permess. Tibdiliet bħal dawn iridu jsiru bil-miktub.
- Il-Bank għandu d-dritt, fid-diskrezzjoni tiegħu, li jibdel u jaġġorna l-*limitu ta' kuljum* meta jrid, skont kif imniżżel fil-Klawsola 7 hawn taħt.

Informazzjoni dwar dawn il-limiti tista' tinkiseb mill-Bank. Il-merkanti (merchants) u l-banek l-oħra jistgħu jimponu l-limiti tagħhom fuq l-ammont ta' għid jew xiri li jista' jsir.

1.18 Għall-finijiet tal-Klawsola 1.17 hawn fuq, it-terminu "kuljum" għandu jiġi interpretat li jfisser perijodu li jibda bejn wieħed u ieħor fil-ħamsa ta' wara nofsinhar (17:00) ta' jum ta' xogħol bankarju u jispiċċa bejn wieħed u ieħor fil-ħamsa ta' wara nofsinhar (17:00) tal-jum ta' xogħol bankarju li jmiss, esklużi l-Ħdud u l-Festi Pubbliċi u Bankarji f'Malta.

1.19 Il-Kard tiġġedded kull darba li tiskadi, sakemm wieħed mill-Partijiet ma jiterminax dan il-Ftehim skont kif imniżżel fil-Klawsola 6 hawn taħt. Hija r-responsabbiltà tad-Detentur tal-Kard li jassigura li l-Kard il-ġdida tkun f'idejha qabel id-data tal-iskadenza tal-Kard.

1.20 Meta jsiru depożiti permezz tal-ATMs tal-Bank, il-Bank jivverifika l-kontenut tal-envelop tad-depożitu taħt kondizzjonijiet ta' kontroll bejn tnejn, u fl-eventwalità ta' diskrepanza bejn il-kontenut tal-envelop tad-depożitu u l-ammont miktub fuq u / jew entrat fl-ATM jew fil-magna tad-depożitu, l-ammont li jirriżulta lill-Bank jittiehed, fil-kors ordinarju, bħala l-ammont korrett tad-depożitu. Id-depożitu jiġi kkreditat fil-kont indikat fuq l-envelop jew biljett tad-depożitu. Id-Detentur tal-Kont indikat fuq l-envelop jew biljett tad-depożitu jiġi informat jekk ikun hemm diskrepanza.

Meta jsiru depożiti permezz tal-ATMs tal-Bank of Valletta p.l.c. il-Bank jikkredita l-Kont indikat fuq l-envelop jew biljett tad-depożitu bl-ammont li jkun indikat lill-Bank mill-Bank of Valletta p.l.c. Id-Detentur tal-Kont indikat fuq l-envelop jew biljett tad-depożitu jiġi informat jekk ikun hemm xi diskrepanza.

Il-Bank jirriżerva d-dritt li: jiddifferixxi l-pagament ta' għid 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 jiġihallux jew jintilfu in tranzitu.

Il-Bank jirriżerva d-dritt li:

- Jiddifferixxi l-pagament ta' għid kontra l-Effetti mhux Ikklerjati li setgħu ġew ikkreditati fil-Kont.
- Jitlob rifużjoni u / jew jiddebita l-Kont fir-rigward ta' ċekkijiet li ma jiġihallux jew li jintilfu in tranzitu (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 Maltija jew barranija.

## 2. DETENTURI TA' KARD ADDIZZJONALI:

- 2.1 Id-Detentur Ewlieni tal-Kard jista', minn żmien għal żmien, jagħmel taiba bil-miktub lill-Bank, billi jimla formola ta' applikazzjoni, biex il-Bank joħroġ Kard Addizzjonali lil persuna nominata u awtorizzata minnu biex tħaddem il-Kont skont it-termini ta' mandat li jingħata lill-Bank. Il-formola tal-applikazzjoni għall-Kard Addizzjonali għandha tiġi ffirmata wkoll mid-Detentur tal-Kard Addizzjonali.
- 2.2 Id-Detentur Ewlieni tal-Kard huwa responsabbli għall-użu tal-Kard Addizzjonali mid-Detentur tal-Kard Addizzjonali, daqs li kieku dik il-Kard Addizzjonali kienet maħruġa lilu u wżata minnu. Inoltre, id-Detentur Ewlieni tal-Kard huwa responsabbli fir-rigward tal-Bank għall-atti u l-omissionijiet kollha tad-Detentur tal-Kard Addizzjonali u għandu jaċċerta ruħu li d-Detentur tal-Kard Addizzjonali huwa konsapevoli minn dan il-Ftehim u jikkonforma ruħu miegħu.
- 2.3 It-tranzazzjonijiet kollha bil-Kard li jagħmel id-Detentur tal-Kard Addizzjonali jiġu debitati fil-Kont, u fejn hu l-każ, dan il-Ftehim japplika wkoll għall-Kard Addizzjonali.
- 2.4 Detentur ta' Kard Addizzjonali m'għandu ebda jedd li jenforza xi terminu jew kundizzjoni minn dan il-Ftehim.
- 2.6 Id-Detentur Ewlieni tal-Kard u d-Detentur(i) tal-Kard Addizzjonali jkun, kull wiehed waħdu u bejniethom flimkien, responsabbli għall-Kard, u l-obbligi kollha li jaqgħu fuq id-Detentur Ewlieni tal-Kard taħt dan il-Ftehim għandhom jinftiehem li jgħoddu wkoll għad-Detentur(i) tal-Kard Addizzjonali.

## 3. IL-KARD U L-PIN:

- 3.1 Il-Kard tibqa' dejjem il-proprietà tal-Bank u għandha tingħata lura minnufih lill-Bank mal-ewwel darba li dan jitlobha lura. Id-Detentur Ewlieni tal-Kard huwa responsabbli wkoll li jagħti lura l-Kard Addizzjonali kollha.
- 3.2 Fuq taiba bil-miktub tad-Detentur Ewlieni tal-Kard, magħmula fuq il-formola tal-applikazzjoni rilevanti, il-Bank jista' joħroġ Kard jew Kard Addizzjonali jew PIN sostituti. B'danakollu l-hruġ tas-sostituti huwa fid-diskrezzjoni unika u assoluta tal-Bank.
- 3.3 Il-PIN, l-istess bħall-Kard, jista' jintuza biss mid-Detentur tal-Kard u m'għandu jiġi żvelat lil hadd u lanqas miżmum b'xi mod li jippermetti lil xi persuna oħra li ssibu jew li jagħmilha possibbli li l-PIN jiġi identifikat mal-Kard.
- Barra minn dan, id-Detentur tal-Kard għandu jkun jaf li:
- Il-PIN huwa uniku u magħruf lilu biss.
  - Il-PIN għandu jinżamm f'kull hin separat mill-Kard.
  - Biex tintuza l-ATM huma meħtieġa li jintużaw il-Kard u l-PIN flimkien.
  - Il-Kard u l-PIN huma dejjem meħtieġa meta tintuza l-APS VISA *Debit* Card f'xi EPOS.
  - Meta jiġi entrat PIN żbaljat għal tliet (3) darbiet wara xulxin fuq kwalunkwe ATM, dan jista' jġiegħel lill-ATM li żżomm il-Kard u twaqqafha milli terġa' tintuza għal erbgha u għoxrin (24) siegħa.
  - Fil-każ tal-APS VISA *Debit* Card, din tiġi mwaqqfa wkoll jekk jiġi entrat PIN żbaljat għal tliet (3) darbiet fuq l-EPOS. F'dan il-każ, wiehed jista' jerġa' iħaddimha mill-gdid billi jużgħa bil-PIN it-tajjeb fuq ATM tal-Bank jew tal-Bank of Valletta p.l.c
  - Fil-każ tal-APS VISA *Debit* Card, il-PIN mogħti mill-Bank jista' jitbiddel mill-ATMs tal-Bank kif ukoll dawk tal-Bank of Valletta p.l.c.
- 3.4 Id-Detentur tal-Kard għandu jfehm l-prekawzjonijiet kollha raġonevoli biex ma jhallix li l-Kard u l-PIN jiġu wżati għal skop ta' frodi. Il-prekawzjonijiet li għandhom jittiehdu mid-Detentur tal-Kard jinkludu:
- Li jiffirma l-Kard (fejn indikat fuq wara) hekk kif jirceviha.
  - Li jgħorr il-Kard fuq jew li jerfagħha f'post fiż-żgur u li jiċċekkja jaha regolarment biex ikun ċert li ma nsterqitx.
  - Li ma jhalli lil ebda persuna oħra tuża l-Kard.
  - Li meta jkollu suspett li l-Kard ma jafx fejn hi, jirrapportaha bħala mitlufa anke jekk jidher li kien hallieha f'xi post "fiż-żgur" jew "tas-soltu". Ladarba l-Kard tkun irrapportata bħala mitlufa ma tkun tista' QATT terġa' tintuza, u d-Detentur tal-Kard ikollu japplika mal-Bank biex tinħareġ Kard għada. F'dawn il-każi japplikaw id-drittijiet imsemmija fil-Klawsola 10.
  - Li jsewgi kull istruzzjoni oħra raġonevoli li joħroġ il-Bank dwar id-ħarsien tal-Kard, tan-numru tal-Kard u tal-PIN.
  - Li ma jbagħbasx u ma jħassax l-istrixxa manjetika jew iċ-ċippa elettronika fuq il-Kard.
  - Li ma jiżvelax in-numru tal-Kard lil xi terza persuna flief meta jkun qed jagħmel tranzazzjoni bil-Kard jew jirrapporta lill-Bank li l-Kard tkun intilfet jew insterqet.
  - Li jiddistruggi n-notifika tal-PIN mibgħuta lilu mill-Bank minnufih wara li jkun immemorizza l-PIN.
  - Li ma jiktibx il-PIN fuq il-Kard jew xi mkien ieħor u ma jiżvelax lil hadd, lanqas lill-uffiċjali tal-Pulizija jew lill-impjegati tal-Bank.
  - Li ma jużax il-Kard jekk tkun giet ikkancellata jew irtirata.
  - Li juża l-Kard biss sakemm ma tkunx għadha skadjet, jiġifieri matul il-perijodu tal-validità tagħha li jiskadi fl-aħħar jum tax-xahar stampat b'tipi mqabbza fuq il-Kard innifisha.
  - Li jaċċerta ruħu li t-tranzazzjonijiet kollha ta' għid ikunu konformi ma' dawn it-Termini u Kundizzjonijiet.
  - Li, jekk il-Kard b'xi mod jiġirha l-hsara, tingħata lura minnufih lill-Bank biex tiġi sostitwita, u li fil-frattemp il-Kard ma tintużax.
  - Li qabel ma jawtorizza xi tranzazzjoni jiċċekkja li l-ammont entrat jew debitat huwa korrett.
  - Li ma jiżvelax dettalji sensitivi tal-Kard, bħalma huma n-numru tal-Kard, id-data ta' skadenza, il-PIN eċċ, speċjalment permezz tal-email.
  - Li jara li kull fejn possibbli t-tranzazzjoni bil-Kard issir fil-preżenza tiegħu.
  - Li joqgħod attent li jara jekk ikollux dritt li jiġi rimborzat meta jirritorna xi prodott, pereżempju billi jiċċekkja hemmx xi klawsoli speċifiċi fuq l-irċevuti bħal ngħidu aħna "Ma jingħatawx flus lura".
  - Li jaċċerta ruħu li jaqbel mal-ammont li jkun se jiġi debitat lill-Kard tiegħu, u li jżomm kopji tal-fatturi u l-korrispondenza kollha fejn jidher d-deskrizzjoni u l-prezzijiet tal-oġġetti ordnati.
  - Li meta jagħmel ordnijiet fuq l-Internet, jaqra bir-reqqa t-termini u l-kundizzjonijiet li jkollu l-merkant (merchant), speċjalment il-klawsoli dwar ir-ritorn u l-kancellament.
  - Li jkun konxju ta' skemi ta' frodi bħalma huma avvizi ta' rebħ eżorbitanti, speċjalment meta ma jkunx ħa sehem fil-lotterija jew loġġha oħra ta' rebħ. Dawn jistgħu jaślulu sew bil-posta kemm b'mezzi elettronici bħall-SMS, email jew pop-up.
  - Li jkun għassa għal xi persuni li joffrulu l-għajjuna waqt li jkun qed juża l-ATM, iżjed u iżjed jekk ma jkunx talab dik l-għajjuna u l-persuni ma jkunux impjegati tal-Bank.

## 4. TRANZAZZJONIJIET FUQ IL-KONT:

- 4.1 Debiti fil-Kont (għid):
- It-tranzazzjonijiet kollha li jsiru bil-Kard mill-Kont jgħaddu fil-Kont normalment fi żmien tlett (3) ijiem ta' xogħol mid-data tat-tranzazzjoni jew minn meta l-Bank jirċievi d-dettalji tat-tranzazzjoni, skont liema jiġi l-aħħar.
- 4.2 Krediti fil-Kont (depożiti) jistgħu jsiru b'dawn il-modi li ġejjin:
- Billi jsir depożitu ta' ċekk(ijiet) u / jew flus kontanti (karti biss, muniti le) bl-użu tal-APS PREMIER Card f'xi waħda mill-ATMs tal-Bank jew tal-Bank of Valletta p.l.c.
  - Billi jsir trasferiment ta' flus minn kont ta' Kljent għal ieħor bl-użu tal-Kard f'xi waħda mill-ATMs tal-Bank.
  - Billi jsir depożitu ta' ċekk(ijiet) u / jew flus kontanti f'xi waħda mill-Ferġat jew l-Aġenziji tal-Bank (L-aġenziji jaċċettaw biss tranzazzjonijiet li ma jinvolvox flus kontanti).
  - Billi jingħataw istruzzjonijiet lil xi waħda mill-Ferġat tal-Bank biex jittrasferixxi flus jew jagħmel kreditu dirett fil-Kont.

- e. BI-użu tal-APS 365 Online.

Hu x'inhu l-metodu li jagħzel li juża d-Detentur tal-Kard, id-depożiti li ma jinvolvux flus kontanti jiġu kkreditati fil-Kont mhux aktar tard minn tlett (3) ijiem ta' xogħol wara li jkun waslu l-istruzzjonijiet. Fejn id-depożitu jkun jikkonsisti minn flus kontanti, id-Detentur tal-Kard għandu jikkonsulta t-Tabella tal-Ħinijiet tal-Qtugħ ippubblikata mill-Bank. It-Tabella tal-Ħinijiet tal-Qtugħ tinstab ukoll fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).

## 5. TELF, SERQ U / JEW UŻU HAŻIN TAL-KARD:

5.1 Id-Detentur tal-Kard għandu jiehu l-prekawzjonijiet kollha raġonevoli, inklużi dawk imnizzla fil-Klawsola 3 hawn fuq, biex jevita li l-Kard tintilef, tinsteraq jew tiġi wżata hażin. B'danakollu, jekk il-Kard tintilef jew tinsteraq jew ikun hemm possibbiltà li tkun se tiġi wżata hażin, jew jekk id-Detentur tal-Kard jissuspetta li xi hadd ieħor sar jaf il-PIN, hu għandu jadvja lill-Bank minnufih billi juża n-numri tat-telefon ta' emerġenza tal-Bank: 2122 6644 fil-Ħinijiet tal-uffiċċju u 2123 4821 (Servizz ta' Assistenza tal-Bank Of Valletta p.l.c.) wara l-Ħinijiet tal-uffiċċju. Fl-eventwalità li l-APS VISA Debit Card tintilef jew tinsteraq barra minn Malta, id-Detentur tal-Kard għandu jikkuntattja l-Bank fuq in-numri tat-telefon ta' emerġenza jew, jekk ma jaqbadx, imur javża għand kwalunkwe bank li jeżibixxi l-emblema tal-VISA. Malli jirċievi l-avviż li l-Kard s'f'at mitlufa, misruqa jew użata hażin, il-Bank imbagħad jiehu passi biex iwaqqaf l-użu tal-Kard u, fejn ikun il-każ, tal-Kard Addizzjonali fuq il-Kont. Jekk jiġi mitlub mill-Bank, id-Detentur tal-Kard għandu jirritorna l-Kard, flimkien mal-Kard Addizzjonali jekk ikun hemm, maqsuma d'jagonalment fi tnejn, u għandu immedjatament jikkonferma t-telf, serq jew użu hażin tal-Kard bil-miktub lill-manijer tat-Taqsima tal-Kard għand APS Bank Ltd, APS Centre, Triq it-Torri, Birkirkara BKR 4012, Malta jew jikteb lill-manijer fuq [apscards@apsbank.com.mt](mailto:apscards@apsbank.com.mt) jew fi kwalunkwe indirizz ieħor li minnu l-Bank jista' jkun qed jopera dan is-servizz u li jiġi mgħarraf kif xieraq mill-Bank lid-Detentur tal-Kard.

5.2 Kull meta Kard jew Kard Addizzjonali tintilef, tinsteraq jew tintuża hażin, id-Detentur tal-Kard għandu jikkoopera mal-uffiċċjali tal-Bank u tal-Pulizija fl-isforzi tagħhom biex jirkupraw il-Kard jew Kard Addizzjonali billi jipprovi l-informazzjoni kollha li jkollu f'idejha dwar iċ-ċirkustanzi li fihom il-Kard jew Kard Addizzjonali intilfet, insterqet jew intużat hażin, jew li fihom il-PIN ġie zvelat, u biex jittiehdu l-passi kollha meqjusa neċessarji mill-Bank biex jgħin halli l-Kard jew Kard Addizzjonali tiġi rkuprata. Id-Detentur tal-Kard għandu wkoll jikkoopera mal-uffiċċjali tal-Bank u tal-Pulizija fl-isforzi tagħhom biex jistharrġu kull tranżazzjoni mhux awtorizzata li tkun irrapportata fuq il-Kont. Jekk id-Detentur tal-Kard jintalab mill-Bank biex jirrapporta tali tranżazzjonijiet lill-Pulizija, dan irid isir malajr kemm jista' jkun u, hu x'inhu, fi żmien sebat (7) ijiem minn meta ssir it-talba. Jekk id-Detentur tal-Kard isib jew jirkupra l-Kard jew Kard Addizzjonali wara li tkun irrapportata mitlufa jew misruqa, hu m'għandux jużaha imma għandu jagħtiha lura lill-Bank maqsuma d'jagonalment fi tnejn.

5.3 Sakemm id-Detentur tal-Kard ma jkunx responsabbli skont il-Klawsola 5.5 ta' dan il-Ftehim, il-Bank iħallas lura fil-Kont l-ammonti sħaħ tat-tranzazzjonijiet debitati fl-istess Kont wara li jkun ingħata avviż b'konformità mal-Klawsola 5.1, u li jkun rriżultat meta l-Kard jew Kard Addizzjonali tkun intużat minn xi hadd ieħor. Ammonti li jaqzbu l-€150 li jkun għew debitati qabel ma jkun sar l-avviż skont il-Klawsola 5.1 jiħallsu lura mill-Bank fl-istess Kont, iżda d-Detentur tal-Kard iġorr hu l-ewwel €150.

5.4 Qabel ma l-Bank ikun jista' jipproċessa xi rifużjoni li d-Detentur tal-Kard ikun intitolat għaliha, jista' jittolbu konferma bil-miktub li xi tranżazzjoni bil-Kard li tidher fuq ir-Rendikont tiegħu ma tkunx saret minnu.

5.5 Jekk il-Kard jew Kard Addizzjonali tiġi f'idejn persuna oħra jew tkun użata hażin minnha bil-kunsens tad-Detentur tal-Kard jew minħabba traskuraġni grassa tiegħu, f'dak il-każ, u bla ħsara għal kull limitazzjoni statutorja li jista' jkun hemm, hu jkun responsabbli mingħajr limitu għas-somom debitati fil-Kont bħala riżultat tal-użu tal-Kard jew Kard Addizzjonali sal-ħin illi l-Bank ikun ingħata avviż b'konformità mal-Klawsola 5.1 hawn fuq.

## 6. L-GHOTI LURA TAL-KARD U T-TERMINAZZJONI TA' DAN IL-FTEHIM:

6.1 Id-Detentur Ewlieni tal-Kard jista' jitermina dan il-Ftehim meta jrid billi jikteb lill-Bank u jibgħatlu l-Kard tiegħu flimkien mal-Kard Addizzjonali jekk ikun hemm, maqsumin d'jagonalment fi tnejn. Meta tiskadi, il-Kard tiġi mġedda sakemm id-Detentur tal-Kard ma jadvja lill-Bank biex ma jġeddidhiex. Avviż bħal dan għandu jasal għand il-Bank tletin (30) jum qabel id-data tal-iskadenza tal-Kard.

6.2 Sakemm il-Bank ma jkunx informat espressament mod ieħor, it-terminazzjoni ta' dan il-Ftehim mid-Detentur Ewlieni tal-Kard iġib miegħu awtomatikament it-terminazzjoni tal-Ftehim bejn id-Detentur tal-Kard Addizzjonali u l-Bank.

6.3 Il-Bank jikkancelja l-użu ta' Kard Addizzjonali jekk id-Detentur ta' dik il-Kard Addizzjonali jew id-Detentur Ewlieni tal-Kard jikteb lill-Bank u jitolbu biex jagħmel hekk u l-Kard Addizzjonali tingħata lura lill-Bank jekk tkun għadha ma skadietx. Jekk il-Kard Addizzjonali ma tingħata lura lill-Bank, il-Bank jista' jqiegħedha fuq il-lista tal-Kard imwaqqfa.

6.4 Bla ħsara għall-ħtiġijiet ta' konformità ma' xi proċeduri stabiliti bi statut u / jew b'dan il-Ftehim, il-Bank jista' jitolb li l-Kard u l-Kard Addizzjonali jingħataw lura u / jew jikkancelja jew jissospendi l-użu tagħhom u / jew jitermina dan il-Ftehim jekk:

- Il-Bank jidher li l-Kard jew il-Kont jew xi faċilità oħra li d-Detentur tal-Kard ikollu mal-Bank tkun ġiet użata hażin jew hemm possibbiltà li tiġi wżata hażin. Jew
- Jinqabeż il-Limitu ta' Kreditu (jekk ikun hemm) fuq il-Kont. Jew
- Xi terminu jew kundizzjoni minn dan il-Ftehim jew minn xi faċilità oħra li d-Detentur tal-Kard jista' jkollu mal-Bank tkun ġiet miksura. Jew
- Xi informazzjoni mogħtija lill-Bank mid-Detentur tal-Kard fil-formola tal-applikazzjoni tirriżulta inkorretta. Jew
- Id-Detentur tal-Kard imut jew jiġi dikjarat fallut jew mhux kapaċi jħallas jew jittiehdu proċeduri legali simili kontra tiegħu. Jew
- Tinqala' xi eventwalità jew iqumu xi ċirkostanzi oħra li, fl-opinjoni tal-Bank, x'aktarx jolqtu b'mod sinjifikanti u hażin il-kapaċità tad-Detentur tal-Kard li josserva xi obbligu jew obbligi li jkollu taħt dan il-Ftehim, jew li b'xi mod ieħor jibqa' jikkonforma ma' dan il-Ftehim.

6.5 Minkejja dak li hemm imnizzel fil-Klawsola 6.4 hawn fuq, il-Bank jista' jitermina dan il-Ftehim, ikun meta jkun, jekk ikun hemm raġunijiet validi biex jagħmel dan, billi jagħti avviż bil-miktub lid-Detentur tal-Kard. Meta l-Kard tiġi sospiza, kif ukoll meta s-servizz jerġa' jiġi attiv, jingħata avviż bil-miktub bl-istess mod lid-Detentur tal-Kard.

6.6 It-terminazzjoni ta' dan il-Ftehim mill-Bank ma jaffettwa b'ebda mod id-drittijiet u l-obbligi taż-żewġ Partijiet, inkluża l-obbligazzjoni finanzjarja li jkollu d-Detentur tal-Kard lejn il-Bank f'dak il-ħin. Malli ssir it-terminazzjoni, tkun xi tkun ir-raġuni, l-ammonti kollha dovuti għandhom jiħallsu fl-intier tagħhom malli jintalbu lura mill-Bank. L-imghax jibqa' għaddej fuq il-bilanċ pendenti bl-ogħla rati kummerċjali li jkun japplikaw fil-mument.

6.7 Meta l-Kard jew il-Kard Addizzjonali tingħata lura lill-Bank, id-Detentur tal-Kard għandu jara li l-ewwel tiġi maqsuma d'jagonalment fi tnejn. Ara l-Klawsoli 5.1 u 5.2 għar-rigward ta' Kard li jkun għew irrapportati mitlufa jew misruqa.

6.8 Jekk dan il-Ftehim jiġi terminat:

- Id-Detentur tal-Kard jibqa' responsabbli għal kull tranżazzjoni magħmula bil-Kard sew qabel kemm wara t-terminazzjoni.
- L-imghax fuq il-bilanċ ta' debitu pendenti jibqa' jingema' bl-ogħla rati kummerċjali li jkun japplikaw fil-mument, jew, jekk ikun miftiehem mod ieħor bejn il-Partijiet, bir-rata li tkun l-ogħla fost it-tnejn.
- Bla ħsara għall-ħtiġijiet ta' konformità ma' xi proċeduri stabiliti bi statut u / jew b'dan il-Ftehim, il-Bank jista' jitolb lid-Detentur tal-Kard biex jirrifondi minnufih il-flus kollha dovuti mid-Detentur tal-Kard lill-Bank.
- Id-Detentur tal-Kard ikun intitolat għal rifużjoni pro rata tad-dritt annwali ddebitat mill-Bank.
- Id-drittijiet u l-obbligi kollha taż-żewġ Partijiet jibqgħu validi.

## 7. TIBDIL FIT-TERMINI U KUNDIZZJONIJET TA' DAN IL-FTEHIM:

7.1 Il-Bank jista' jibdel dan il-Ftehim, inklużi t-tariffi, il-kummissjonijiet u d-drittijiet, billi jdaħħal oħrajn godda, fid-diskrezzjoni tiegħu.

7.2 Jekk il-Bank jirtira xi prodott tal-Kard, jista' jibdel ukoll, fid-diskrezzjoni tiegħu, it-termini u l-kundizzjonijiet li jkunu japplikaw, skont kif imnizzel fil-Klawsola 7.1 hawn fuq, u jekk ikun hemm bżonn joħroġ Kard ġdida lid-Detentur tal-Kard. Il-Bank jista' wkoll jikkancelła l-Kard li tiġi sostitwita mill-ġdida. F'każi bħal dawn, l-użu tal-Kard ikun jaqqa' taħt it-termini u l-kundizzjonijiet il-ġodda. B'danakollu din il-Klawsola ma tillimitax id-drittijiet li l-Bank għandu taħt dan il-Ftehim.

7.3 Mingħajr preġudizzju għall-generalità tad-dispożizzjonijiet tal-Klawsola 7.1 hawn fuq, iċ-ċirkostanzi meta l-Bank jista' jvarja dan il-Ftehim jinkludu:

- a. Tibdil fil-kundizzjonijiet tas-suq jew fil-prattika bankarja.
- b. Tibdil fil-kosti tal-Bank.
- c. Jekk id-Detentur tal-Kard ikun fi ksur ta' xi waħda minn dawn it-Termini u Kundizzjonijiet tal-Ftehim jew jekk id-Detentur tal-Kard 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' jew minn 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 jinqalghu li jistgħu raġonevolment jeffettwaw il-mod kif jitwettqu d-drittijiet u l-obbligi, wieħed jew uħud jew kollha, li l-Partijiet għandhom taħt dan il-Ftehim.

7.4 Kull tibdil għal dan il-Ftehim jiġi kkomunikat lid-Detentur tal-Kard tal-anqas xahrejn (2) qabel ma jidhol fis-seħħ. Jekk il-Bank ma jirċievi ebda oġġezzjoni bil-miktub minn għand id-Detentur tal-Kard, ikun preżunt li d-Detentur tal-Kard ikun aċċetta t-tibdiliet proposti u dawk it-tibdiliet jitqiesu li saru jiffirmaw parti minn dan il-Ftehim.

7.5 Id-Detentur tal-Kard jista' jtemm dan il-Ftehim skont il-Klawsola 6.1 hawn fuq jekk xi tibdil li jkun għamel il-Bank ma jkun jogħġbu. Id-Detentur tal-Kard ma jgarrab ebda spiża bħala riżultat ta' tali terminazzjoni, anzi jkun intitolat għal rifużjoni pro rata tad-dritt annwali debitat mill-Bank għall-użu tal-Kard u tal-Kard Addizzjonali.

## 8. PROMOZZJONI TAL-KARD:

8.1 Il-Bank jista', minn żmien għall-ieħor, jgħarrab lid-Detentur tal-Kard bid-dettalji ta' xi promozzjonijiet tal-Kard. Dawn il-promozzjonijiet jistgħu joffru lid-Detentur tal-Kard termini preferenzjali u / jew offerri speċjali li jkunu marbutin mal-użu tal-Kard.

8.2 Kull promozzjoni tal-Kard li ssir b'dan il-mod tkun offerta taħt it-termini u l-kundizzjonijiet avżati mill-Bank.

8.3 Il-Bank jista' joffri kwalunkwe promozzjoni tal-Kard b'mod selektiv u kompletament fid-diskrezzjoni tiegħu.

8.4 Il-Bank jista', fid-diskrezzjoni unika u assoluta tiegħu, jirtira jew jemenda kwalunkwe promozzjoni tal-Kard, imma dan jagħmlu biss wara li jkun ta lid-Detentur tal-Kard żmien raġonevoli ta' avvż jew żmien ieħor ta' avvż skont il-liġi.

## 9. L-INFORMAZZJONI PERSONALI TAD-DETENTUR TAL-KARD:

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

9.2 L-informazzjoni dwar id-Detentur tal-Kard 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-Kard. Barra l-Bank, din l-informazzjoni, inkluza n-natura tat-tranzazzjonijiet tad-Detentur tal-Kard, tkun żvelata lil terzi persuni sabiex id-Detentur tal-Kard 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.

9.3 Il-Bank ifittex li jzomm l-informazzjoni dwar id-Detentur tal-Kard aġġornata. Il-Bank jista' juża lil terzi persuni biex jiproċessaw informazzjoni għalih, u fl-ipproċessar kollu tagħha l-informazzjoni dwar id-Detentur tal-Kard 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.

9.4 Il-Bank jista' wkoll jżvela informazzjoni dwar id-Detentur tal-Kard u t-tħaddim tal-Kont lil kull persuna li lilha l-Bank jittrasferixxi d-drittijiet u l-obbligi tiegħu taħt dan il-Ftehim.

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

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

9.7 Il-Bank jista' jimmonitorja jew jirreġistra t-telefonati bejn id-Detentur tal-Kard u l-Bank sabiex jassigura li l-istruzzjonijiet tad-Detentur tal-Kard ikunu eżegwiti bil-preciz, ikun jista' aħjar itejjeb kontinwament is-servizzi 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.

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

## 10. DRITTIJET U TARIFFI:

10.1 Id-drittijiet kollha mgarrba jew iddebitati mill-Bank għat-tranzazzjonijiet kollha magħmula bil-Kard mid-Detentur tal-Kard jiġu ddebitati fil-Kont.

10.2 Ma jithallsu ebda drittijiet fuq ġbid ta' flus li jsir permezz tal-Kard mill-Ferġat tal-Bank, jew mill-ATMs tal-Bank u / jew dawk tal-Bank of Valletta p.l.c. Il-ġbid ta' flus li jsir permezz tal-VISA Debit Card minn kwalunkwe bank ieħor jew ATM oħra jista' jkun soġġett għall-flus ta' dritt skont it-Tariffa tad-Drittijiet ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).

10.3 L-informazzjoni kollha meħtieġa li għandha x'taqsam mad-drittijiet, kummissjonijiet, tariffi u mgħaxxijiet tista' tinkiseb mit-Tariffa tad-Drittijiet u t-Tabella tar-Rati tal-Imgħax ippubblikati fuq is-sit elettroniku tal-Bank [www.apsbank.com.mt](http://www.apsbank.com.mt).

10.4 Kull tibdil għar-rati tal-Imgħax ma jaqax taħt il-Klawsola 7.4 hawn fuq. Tibdil bħal dan jidhol fis-seħħ fid-data li tkun stipulata fil-pubblikazzjoni ta' dak it-tibdil.

10.5 Id-Detentur tal-Kard ikollu jħallas lill-Bank il-kosti u l-ispejjeż li dan jgarrab biex jenforza dan il-Ftehim u kull kost ieħor li l-Bank jista' jgarrab jew jimponi kull meta d-Detentur tal-Kard jikser xi terminu jew kundizzjoni minn dan il-Ftehim.

## 11. KONTIJET MIŻMUMA F'ISMIJET KONGUNTI:

11.1 Sakemm il-Bank ma jirċevix avvż għall-kuntrarju, meta Kont ikun fismijiet kongunti, jista' joħroġ Kard lil wieħed jew aktar mid-Detenturi tal-Kont Kongunt, bil-kundizzjoni li l-Kont jithaddem biss b'konformità mal-istruzzjonijiet tal-mandat rilevanti u jkunu japplikaw it-Termini u Kundizzjonijiet kollha ta' dan il-Ftehim.

11.2 Il-Bank jirriżerva d-dritt li jhallas u jnaqqas mill-Kont l-ammonti kollha li kwalunkwe wieħed mid-Detenturi tal-Kont Kongunt jordna, jew b'xi mod ieħor jawtorizza, lill-Bank biex iħallas. Dan japplika sew jekk il-Kont ikollu bilanċ ta' kreditu kemm ta' debitu, jew jispicċa b'bilanċ ta' debitu bħala riżultat u, jekk ma jkunx possibbli li jitwaqqaf pagament, jibqa' japplika anke wara li l-Bank ikun irċieva avvizz għall-kuntrarju.

11.3 Kull Detentur tal-Kont Kongunt huwa waħdu u flimkien mal-oħrajn responsabbli għal kull tranżazzjoni magħmula bil-Kard u għall-osservanza ta' dan il-Ftehim.

11.4 Meta jiffirma l-formola tal-applikazzjoni, kull wieħed mid-Detenturi tal-Kont Kongunt ikun qiegħed jaqbel illi, meta jintbagħtu Rendikonti u avvizi oħra mill-Bank, ma tkunx meħtieġa aktar minn kopja waħda u li din tintbagħat fl-indirizz postali mogħti mid-Detenturi tal-Kont.

## 12. DETENTURI TA' KARD LI MHUMIEX PERSUNI FIŻIĊI:

12.1 Meta tinħareġ Kard fisem detentur li mhumiex persuna fiżika, din il-Kard tkun turil-isem tar-rappreżentant leċitament nominat. Kull waħda mit-tranżazzjonijiet magħmula mill-imsemmi rappreżentant titqies li tkun magħmula mill-persuna mhux fiżika. It-terminu "Detentur ta' Kard" f'dan il-Ftehim ikun jirreferi għal dik il-persuna mhux fiżika li fisimha jkun miżmum il-Kont, u wkoll għar-rappreżentant leċitament nominat minnha, skont il-każ.

## 13. ĠENERALI:

13.1 Id-Detentur tal-Kard għandu jivverifika l-entrati fir-rendikonti għal xi żbalji ta' pproċessar li jistgħu jkunu saru fil-hin tat-tranżazzjoni.

13.2 Il-Bank jista' minn żmien għall-ieħor joffri servizzi jew benefiċċji addizzjonali lid-Detentur tal-Kard.

13.3 Il-Bank jista' jittrasferixxi d-drittijiet u / jew l-obbligi tiegħu kollha taħt dan il-Ftehim, jew waħda jew uħud minnhom, lil persuna li jidhirlu b'mod raġonevoli li tkun kapaci li twettaqhom. F'dak il-każ kull fejn dan il-Ftehim jirreferi għall-"Bank" għandu jitqies li jirreferi għal dik il-persuna li lilha jkunu ġew ittrasferiti dawk id-drittijiet u / jew obbligi.

13.4 Id-Detentur tal-Kard ma jista' jċedi jew jittrasferixxi ebda wieħed mid-drittijiet u / jew obbligi li hu għandu taħt dan il-Ftehim.

13.5 Kull garanzija mogħtija mid-Detentur tal-Kard lill-Bank ma tgħoddx għal dan il-Ftehim.

13.6 Il-Bank jista' xi drabi, fid-diskrezzjoni tiegħu:

- Jikkonċedi lid-Detentur tal-Kard aktar żmien biex jikkonforma mal-obbligi tiegħu. Jew
- Jiddeċiedi li ma jeżiġix xi wieħed jew uħud mid-drittijiet tiegħu. Jew
- Jestendi l-perjodu li għalih ikunu japplikaw xi termini u kundizzjonijiet preferenzjali.

Madankollu f'każi bħal dawn il-Bank xorta jista' jinsisti li t-termini u l-kundizzjonijiet ta' dan il-Ftehim jiġu applikati b'mod strett aktar 'il quddiem.

13.7 Il-Bank jista' jeżerċita d-dritt tiegħu li juża kull bilanċ ta' kreditu li d-Detentur tal-Kard ikollu f'xi kont ieħor mal-Bank biex jitnaqqas jew jitħallsu lura xi somom li d-Detentur tal-Kard jonqos li jhallas taħt dan il-Ftehim. F'dawn il-każi l-Bank jinforma lid-Detentur tal-Kard.

13.8 Kull Kard, PIN, rendikont jew dokument ieħor li l-Bank huwa obligat jagħti jew jikkonsenja taħt dawn it-Termini u Kundizzjonijiet jiġi kkonsenjat jew mibgħut bil-posta, skont ma jagħzel il-Bank, fl-indirizz tad-Detentur tal-Kard kif imniżżel fil-Formola tal-Applikazzjoni, jew f'indirizz ieħor għdid skont kif avżat lill-Bank bil-miktub mid-Detentur tal-Kard.

13.9 Fejn id-Detentur tal-Kard jitleb lill-Bank biex jibgħat xi Kard, PIN, rendikont jew dokument ieħor f'indirizz għall-ħsieb ta' haddieħor ("indirizz c/o"), huwa jassumi r-responsabbiltà sħiħa jekk jonqos li jirċievi tali dokumenti u / jew jekk ikun hemm xi ksur ta' sigurtà. Id-Detentur tal-Kard għandu javża lill-Bank minnufih bil-miktub jekk ikun hemm xi bdil fl-isem jew fl-indirizz tiegħu.

13.10 Il-konsenja mill-Bank titqies li saret sew u kif suppost jekk tkun magħmula jew impustata kif imfisser fil-Klawsoli 13.8 u 13.9 hawn fuq.

13.11 Il-Bank ikollu d-dritt li jirrifjuta applikazzjoni għal Kard mingħajr ma jagħti raġunijiet, u l-mili tal-formola tal-applikazzjoni ma jfissirx awtomatikament li l-applikant se jingħata Kard.

13.12 Dawn it-Termini u Kundizzjonijiet jorbtu lid-Detentur tal-Kard sew f'wieħed kemm fl-ieħor minn dawn iż-żewġ każi:

- 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 tinzamm mill-Bank.
- Meta japplika għal Kard permezz tal-APS 365 Online. F'dak il-każ, l-applikant għandu jikkonferma li jkun qara, fehem u aċċetta dawn it-Termini u Kundizzjonijiet, anke jekk dawn ikunu biss ipprovduti f'forma elettronika. Minkejja dan, huwa rakkomandat li dawn it-Termini u Kundizzjonijiet jiġu stampati u merfugħa bħala riferenza għall-quddiem.

13.13 Mingħajr preġudizzju għall-Klawsola 7.4, il-Bank jirriżerva d-dritt li jistipula kundizzjonijiet oħrajn u / jew li jemenda dawn it-Termini u Kundizzjonijiet (inklużi t-Tariffa tad-Drittijiet u t-Tabella tar-Rati tal-Imgħax) għal kwalunkwe raġuni tkun xi tkun. Meta jsir dan, jingħata żmien raġonevoli ta' avvizz.

13.14 Id-Detentur tal-Kard 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-manijer, Centru għall-Assistenza tal-Klijenti, APS Centre, Triq it-Torri, Birkirkara BKR4012, jew lill-manijer fl-indirizz elettroniku [apscards@apsbank.com.mt](mailto:apscards@apsbank.com.mt).

## 14. RESPONSABILITÀ TAL-BANK:

14.1 Fl-eventwalità li jiġi stabilil li xi tranżazzjoni giet mgħoddija hazin mill-Bank, il-Bank jikkredita l-Kont bl-ammont li seta' gie debitat, flimkien mal-ispejjeż relatati. Il-Bank iġorr ukoll kull imgħax li d-Detentur tal-Kard seta' jkun sofra minħabba n-nuqqas jew l-iżball fl-eżekuzzjoni tat-tranżazzjoni msemmija. Dan isir mingħajr preġudizzju għal kull rimedju ieħor li jista' jingħata taħt it-termini u l-kundizzjonijiet li jirregolaw il-Kont

14.2 Il-Bank ma jkun responsabbli lejn id-Detentur tal-Kard għal ebda danni indiretti jew konsegwenzjali, li jinkludu imma mhux biss telf ta' negozju, ta' introjtu, ta' reputazzjoni kummerċjali, ta' tiffidil imbassar, jew kull tip ta' telf ta' natura kummerċjali jew ekonomika. Jekk dan li qed jingħad jinstab li ma japplikax, ir-responsabbiltà totali tal-Bank lejn id-Detentur tal-Kard għar-rigward tad-danni speċifikati hawn fuq ma tistax taqbeż l-€1,500 fit-total għar-rigward ta' xi talba jew serje ta' talbiet li jsiru f'xi sena kalendarja. Hija r-responsabbiltà tad-Detentur tal-Kard li, jekk jidhirlu li hu xieraq, jikkonferma b'assigurazzjoni għas-spejjeż tiegħu kontra kull telf 'il fuq mil-limitu ta' €1,500 jew kull telf li għalih il-Bank mhux responsabbli.

14.3 Il-Bank jagħmel ħiltu biex dejjem jagħti servizz sħiħ imma ma jkunx responsabbli għal xi telf li jinqala' lid-Detentur tal-Kard minħabba:

- Nuqqas jew dewmien fis-servizz provdut ikkawżat minn strajkijiet, azzjoni industrijali, qtugħ tal-provvista tal-elettriku jew waqien ta' xi makkinarju, kawzi oħra li l-Bank ma jkollux kontroll fuqhom u każi ta' force majeure. Jew
- Rifjut jew nuqqas ta' kapaci ta' xi merkant (merchant), bank jew persuna oħra, jew ATM li taċċetta l-Kard. Jew
- Il-mod ta' kif tali rifjut jew nuqqas ta' aċċettazzjoni jitwassal lid-Detentur tal-Kard.

14.4 Id-Detentur tal-Kard ikun intitolat li jitleb lill-Bank rifużjoni għar-rigward ta' xi tranżazzjoni magħmula għand merkant (merchant) fejn id-Detentur tal-Kard ikun jista' juri evidenza li l-awtorizzazzjoni ma kinetx tispeċifika l-ammont preċiż meta hu ta l-awtorizzazzjoni u l-ammont tat-tranżazzjoni kien aktar mill-ammont li d-Detentur tal-Kard seta' raġonevolment jistenna li jkun wara li jitqiesu x-xejriet tal-infiq tiegħu fil-passat u ċ-ċirkostanzi rilevanti tal-każ. Talba ta' din ix-xorta għandha tasal għand il-Bank fi żmien tmien (8) ġimgħat mid-data li fiha l-ammont mitlub lura jkun gie debitat fil-Kont u l-Bank jinforma lid-Detentur tal-Kard ikunx sejjer jaċċetta t-talba tiegħu fi żmien għaxart (10) ijiem ta' xogħol minn meta jirċieviha.

## 15. PROCEDURA GHALL-ILMENTI:

15.1 Jekk il-Bank ma jilhaqx l-istandard ta' servizz mistenni mid-Detentur tal-Kard, jew jekk id-Detentur tal-Kard jaħseb li l-Bank ikun għamel xi żball, id-Detentur tal-Kard 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 jġri l-istess.

15.2 Ilmenti għandhom isiru bil-fomm jew bil-miktub lill-maniger tal-fergħa rispettiva jew b'telefonata liċ-Centru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew bil-kitba lill-maniger 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 d-Detentur tal-Kont jiġi mgharraf 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-Maniger għall-Ilmenti tal-Konsumatur, l-Awtorità għas-Servizzi Finanzjarji ta' Malta, Triq Notabile, F'Attard BKR 3000, Malta jew fuq [consumerinfo@mfsa.com.mt](mailto:consumerinfo@mfsa.com.mt).

## 16. LIĠI APPLIKABBLI U ĠURISDIZZJONI:

16.1 Dawn it-Termini u Kundizzjonijiet jaqgħu taħt il-Liġi Maltija u l-Partijiet jissottomettu għall-ġurisdizzjoni esklussiva tal-Qrati tal-Gżejjer Maltin.

## 17. TERMINI U KUNDIZZJONIJIET ADDIZZJONALI:

17.1 Meta jaqgħmel tranzazzjonijiet bil-Kard, id-Detentur tal-Kard għandu jirreferi wkoll għat-Termini u Kundizzjonijiet Ġenerali tad-Direttiva dwar is-Servizzi ta' Pagament, li jitqiesu li huma parti minn dan il-Ftehim. Fejn hemm konflitt bejn id-dispożizzjonijiet ta' dawk it-Termini u Kundizzjonijiet u ta' dawn, dan għandu jirrizolvi ruhu affavur tat-Termini u Kundizzjonijiet Ġenerali.

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

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Firma / Firem

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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 tipprovd i servizzi ta' pagament. Kopji tat-termini u kundizzjonijiet kollha jistgħu jinkisbu mill-fergħat u l-agenziji tal-APS Bank Limited jew jistgħu jitnizzlu mis-sit elettroniku [www.apsbank.com.mt](http://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.***