

PAYMENT SERVICES DIRECTIVE – GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall apply to payment transactions either when both service providers are within the European Economic Area or when one provider may be outside the European Economic Area which APS Bank Limited is to carry out on behalf of its customers with the funds denominated in Euro or in any other EEA currency (see Table 1). These General Terms and Conditions are applicable 'in whole' or 'in part' and should be read in conjunction with any other terms and conditions and / or agreements governing the customer's account/s, the instrument/s used and / or the specific service provided.

It is important that the customer reads and understands these General Terms and Conditions prior to requesting APS Bank Limited to process a Payment Transaction on his behalf.

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

- **“Account”** means any account held in the name of the Payer and / or the Payee, used for the execution of Payment Transactions;
- **“Bank”** means APS Bank Limited (C 2192) having its head office at APS Centre, Tower Road, Birkirkara BKR4012, Malta and all its assignees and successors in title;
- **“Bank Working Day”** means a day on which the Bank is open for business for the execution of Payment Transactions as advised from time to time by the Bank and shall expressly exclude days which are banking and / or public holidays;
- **“Customer”** means the Payer or the Payee or both as may be required;
- **“Cut-Off Time”** means the time by which the necessary requirements set by law and/or the Bank are to be met in order for the Credit Transfer Instruction to be deemed to have been accepted by the Bank on a given date and as published on www.apsbank.com.mt;
- **“Execution Date”** means the date when the bank carries out the Payment Transaction
- **“Framework Agreement”** means an agreement which governs the future execution of individual or successive Payment Transactions and / or the manner in which a Payment Instrument is to be used and cared for;
- **“Payee”** means any person or entity who is the intended recipient of funds which have been the subject of a Payment Transaction;
- **“Payer”** means any person or entity holding an Account with the Bank and allowing a Payment Transaction to be executed on the Account;
- **“Payment Instrument”** means any personalised device (including but not limited to the Card, PIN, token and mobile phone used separately or together) and/or set of procedures agreed between the Customer and the Bank and used by the Customer to request a Payment Transaction;
- **“Payment Transaction”** means an act including but not limited to Direct Debit, Direct Credit, Inward and Outward Credit Transfers initiated by the Customer, consisting in the placing, transfer or withdrawal of funds, where such act is done either electronically or is paper initiated.
- **“Tariff of Charges”** means the Bank's tariff of charges published by the Bank from time to time and available upon request;
- **“Unique Identifier”** means a combination of letters, numbers or symbols specified to the Customer by the Bank and to be provided by the Customer to identify unambiguously the other party to any Payment Transaction or the account of any such other party. This may be the International Bank Account Number (IBAN), the Bank Identifier Code (BIC) or such other identifier as required by the Bank to execute the Payment Transaction.

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

1. EXECUTION OF PAYMENT TRANSACTIONS:

1.1 Where the Payer requests the Bank to execute a Payment Transaction, the Customer shall provide to the Bank such information as the Bank may deem necessary to execute the said Payment Transaction. In particular the Bank may request the Payer to provide it with any or all of following details relative to the Accounts held by both the Payer and the Payee:

- A. The number, name and particulars of the account holder;
- B. The necessary Unique Identifier;
- C. The amount to be transferred and the currency of the Payment Transaction.
- D. Detailed reason for the Payment Transaction.

1.2 Where the Payment Transaction is covered by a Framework Agreement or is carried out by the Payer by means of a Payment Instrument, the Payer may be requested to provide additional information in terms of such Framework Agreement.

1.3 Prior to the Payer initiating or authorising the Payment Transaction, the Bank shall inform him as to the maximum time that may be taken by the Bank to execute the Payment Transaction, a break down of any charges, fees, commissions and interest payable to the Bank, and, where applicable, the exchange rate to be applied to the Payment Transaction. Where the Payment Transaction is covered by a Framework Agreement, the said information shall be provided in the Framework Agreement or in the manner specified therein.

1.4 The Customer shall indicate his consent to have a Payment Transaction executed either by signing the relative instructions given to the Bank or as may be specified in any applicable Framework Agreement. Authorisation may only be withdrawn if provided for and as specified in the applicable Framework Agreement. In any other case authorisation may be withdrawn only by agreement with the Bank. The Bank reserves the right to impose a fee or charge where it agrees to withdraw authorisation.

1.5 In the case of a Direct Debit the Payer may revoke the payment order at the latest by the end of the Bank Working Day preceding the day agreed for debiting of funds. Revocation at a later date shall also require the consent of the Payee and of the Bank.

1.6 Any fees, charges, commissions and interest payable to the Bank shall be debited to the Payer's Account together with the amount to be transferred but shall appear as separate entries. Any such debiting shall take place on the day when the Payment Transaction is executed by the Bank.

1.7 Following the debiting of the Account, the Bank shall provide the Payer with a summary of the Payment Transaction. Depending on the nature of the Payment Transaction, the said summary shall include:

- A. The date on which the Bank deems that it has received the Payer's instructions;
- B. A reference identifying the Payment Transaction and information relative to the receiver of the funds transferred;
- C. The amount transferred, currency and exchange rate applied;
- D. A break down of any charges, fees, commissions and interest charged by the Bank;

1.8 Where the Payment Transaction is covered by a Framework Agreement, the Bank reserves the right to provide the Payer with the information referred to in Clause 1.7 above on a monthly basis.

1.9 The Customer may request the Bank to provide him with information additional to the information specified in Clause 1.7 above. In such cases the Bank reserves the right to provide any such further information against payment of a fee or charge.

2. TIME LIMITS FOR EXECUTION OF PAYMENT TRANSACTIONS:

2.1 The date of receipt of a request to execute a Payment Transaction shall be deemed to be the date on which it is actually received by the Bank as long as such day is a Bank Working Day. Where any such request is received on a day which is not a Bank Working Day or following the applicable cut-off-time as per Cut-Off-Time Table published on www.apsbank.com.mt, such request shall be deemed to have been received on the next Bank Working Day. The date when the bank carries out the Payment Transaction is the Execution date.

2.2 The Customer may request that the actual Execution Date be different from the date of receipt; such other date should be acceptable to the Bank and be a Bank Working Day.

2.3 A Payment Transaction shall be so processed by the Bank so as to ensure that any amount to be transferred shall be received by the institution indicated in the Payer's request within the next three (3) Bank Working Days. Where any Payment Transaction is not sent electronically the above period can be extended with another one (1) Bank Working Day.

2.4 Whenever affecting a Payment Transaction, the Cut-Off-Time Table published on www.apsbank.com.mt is to be consulted.

2.5 Whenever a due date on a Framework Agreement falls on a non-Bank Working Day, the payment is executed on the next Bank Working Day.

3. RECEIPT OF FUNDS:

3.1 Funds received by the Bank to be credited to an Account shall be so credited on the Bank Working Day on which the funds are deemed to have been received by the Bank. When funds are received after the Cut-Off-Time or on a day other than a Bank Working Day, the crediting shall take place on the next Bank Working Day. The amount credited shall be net of any fees, charges, commissions and interest due to the Bank by the Payee.

3.2 Upon the crediting of the Account, the Bank shall make available to the Payee the following information:

- A. The date on which the Bank credited any funds transferred to the Account;
- B. A reference identifying the Payment Transaction and any information transmitted by the Payer;
- C. The amount transferred, currency and exchange rate applied;
- D. A break down of any charges, fees, commissions and interest charged by the Bank;

3.3 Where the Payment Transaction is covered by a Framework Agreement, the Bank reserves the right to provide the Customer with the information referred to in Clause 3.2 above on a monthly basis.

4. PAYMENT INSTRUMENTS:

4.1 Where a service or a Payment Instrument is governed by a Framework Agreement, the Parties thereto shall adhere to their respective rights and obligations, with particular attention to the manner in which a Payment Instrument is to be used and cared for.

4.2 The Bank shall at all times retain the right to block a Payment Instrument for any reason allowable at law or stated in the applicable Framework Agreement. Where the Bank proceeds to do so, it shall, if allowed by law, proceed to inform the Customer of the blocking and the reason which prompted such a course of action.

4.3 Where any Payment Instrument is stolen, lost or misappropriated, the Customer should proceed to report the matter immediately to the Customer Support Centre as indicated in Clause 8.1 hereunder. Alternative or more specific reporting requirements may be present in the applicable Framework Agreement.

5. LIABILITY FOR PAYMENT TRANSACTIONS:

5.1 The Bank shall not be liable for any Payment Transaction which was not executed because the Customer failed to provide the necessary information to the Bank or because the Bank is prohibited by law from executing. The Bank shall inform the Customer within the next Bank Working Day as to the reason/s why the Payment Transaction was not executed and shall then proceed to execute the Payment Transaction once the missing information is provided or when the reason/s impeding the execution of the Payment Transaction no longer exists. The date of receipt shall here be the date on which the Bank can process the Payment Transaction.

5.2 The Bank shall not be liable for any Payment Transaction that was executed in accordance with the instructions received from the Customer. In so far as possible the Bank shall seek to recover any funds so transferred. Prior to so doing the Bank shall inform the Customer as to any fees, charges, commissions and interest applicable.

5.3 The Customer shall immediately notify the Bank as to any unauthorized or defective Payment Transaction. Where the Bank establishes that the Payment Transaction was unauthorized or was erroneously executed by the Bank, the Bank shall proceed to refund to the Customer the amount of the unauthorized or erroneous Payment Transaction.

5.4 Where the Bank acknowledges liability in terms of Clause 5.3 here above, the Bank shall also be liable for any fees, charges, commissions and interest incurred in connection with the said Payment Transaction.

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

5.6 This Clause shall be without prejudice to any clauses governing the liability of the Bank and/ or the Customer present in the applicable Framework Contract.

6. PAYMENT TRANSACTIONS INITIATED BY OR THROUGH THE PAYEE:

6.1 Where authorisation to execute a Payment Transaction initiated by Payee is to be revoked, this shall require the Payee's consent together with that of the Customer in writing. Such consent shall have to be received by the Bank within the Bank Working Day and before the Cut-Off-Time proceeding the day of execution.

6.2 Without prejudice to what may be provided for in any applicable Framework Agreement, the Payer may request the Bank as per Clause 6.3 hereunder to refund any amount transferred from his Account where:

- A. the authorisation did not specify the exact amount of the Payment Transaction when the authorisation was made; and
- B. the amount of the Payment Transaction exceeded the amount the Payer could reasonably have expected taking into account his previous spending pattern, the conditions in any applicable Framework Agreement and any other relevant circumstances.

So however that the Bank reserves the right to require the Payer to produce proof of any such claim.

6.3 Any such claim shall be made by the Payer within eight (8) weeks from the date notified to him by the Bank as the date on which his Account was debited with the amount transferred. The Bank shall proceed to inform the Payer as to outcome of any such claim within ten (10) Bank Working Days from when it receives such a request.

7. FEES, CHARGES, COMMISSIONS, INTEREST AND CUT-OFF-TIME:

7.1 All the required information relating to fees, charges, commissions, interest and cut-off-time can be viewed from the Tariff of Charges, Interest Rate Table and Cut-Off-Time Table published on www.apsbank.com.mt. Changes to any table shall come into effect upon the date specified in the publication of such a change.

7.2 When the Bank imposes a fee, charge, commission or interest, the Customer shall be provided with a proper break-down of the cumulative amount so charged, including any currency exchange requested.

8. GENERAL:

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

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

8.3 The Bank may transfer all or any of its rights and / or obligations to a person that it reasonably considers capable of performing them.

8.4 Any personal data which comes into the possession of the Bank shall not be disclosed unless the Bank is authorised to do so by the individual concerned, or the Bank is required to do so by law. The Bank may further disclose personal data to third parties where such disclosure is necessary to ensure the proper delivery of a service. Personal data shall be collected, stored and processed in accordance with the Data Protection Act.

8.5 These General Terms and Conditions are to be governed by Maltese law and the parties thereto submit to the exclusive jurisdiction of the Courts of the Maltese Islands.

Table 1

EEA and EU Member State **	Currency	Symbol
Belgium, Germany, Ireland, Greece, Spain, France, Italy, Cyprus, Luxembourg, Malta, The Netherlands, Austria, Portugal, Slovenia, Slovakia, Finland	Euro	€
Bulgaria	Lev	BGN
Czech Republic	Czech koruna	CZK
Estonia	Kroon	EEK
Latvia	Lats	LVL
Lithuania	Litas	LTL
Hungary	Forint	HUF
Poland	Zloty	PLN
Romania	Leu	RON
Sweden	Swedish Kroner	SEK
Denmark	Danish Kroner	DKK
United Kingdom	Sterling	GBP
EEA but not an EU Member State **		
Norway	Norwegian Kroner	NOK
Iceland	Iceland Kroner	ISK
Liechtenstein	Swiss Francs	CHF

** The list of countries and related currency are subject to change as published by the European Commission

I / We, the undersigned, do hereby declare that I / We have been provided with a copy of the Payment Services Directive – 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.

TERMINI U KUNDIZZJONIJIET ĠENERALI marbutin mad- DIRETTIVA DWAR IS-SERVIZZI TA' FLAS (DIRECTIVE FOR PAYMENT SERVICES)

Dawn it-Termini u Kundizzjonijiet Ġenerali japplikaw għal tranżazzjonijiet ta' flas li l-APS Bank Limited ikun se jeżegwixxi f'isem il-klijenti tiegħu b'fondi denominati fl-ewro jew f'munita oħra taż-Zona Ekonomika Ewropea (ŻEE) (ara t-Tabella Nru. 1), fejn il-fornituri tas-servizz huma t-tnejn fl-ŻEE jew wieħed minnhom jista' jkun barra l-ŻEE. Dawn it-Termini u Kundizzjonijiet Ġenerali japplikaw *in toto* jew *in parte* u għandhom jinqraw haġa waħda ma' kull ftehim ieħor u / jew termini u kundizzjonijiet oħra li jirregolaw il-kont(ijiet) tal-klijent, l-istrument(i) użat(i) u / jew is-servizz speċifiku pprovdut.

Huwa importanti li l-Klijent jaqra u jifhem sew dawn it-Termini u Kundizzjonijiet Ġenerali qabel ma jitlob lill-APS Bank Limited biex jipproċessa Tranżazzjoni ta' Flas f'ismu.

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

- **"Bank"** tfisser l-APS Bank Limited, (C 2192) li għandu s-sede tiegħu fl-APS Centre, Triq it-Torri, Birkirkara BKR4012, Malta u ċ-ċessjonarji u s-suċċessuri kollha tiegħu b'titlu;
- **"Data tal-Eżekuzzjoni"** tfisser id-data meta l-Bank jeżegwixxi t-Tranżazzjoni ta' Flas;
- **"Kuntratt Qafas"** tfisser ftehim li jirregola l-eżekuzzjoni fil-futur ta' Tranżazzjonijiet ta' Flas individwali jew suċċessivi u / jew il-mod kif Strument ta' Flas għandu jintuza u jithares;
- **"Hin tal-Qtugh"** tfisser il-hin, kif ippubblikat fuq is-sit elettroniku www.apsbank.com.mt, sa meta r-rekwiżiti neċessarji stabilti mill-igi u / jew mill-Bank iridu jkun twettqu sabiex l-Istruzzjoni ta' Trasferiment ta' Kreditu tkun meqjusa bħala li għet aċċettata mill-Bank f'data partikolari;
- **"Jum ta' Xogħol tal-Bank"** tfisser jum li fih il-Bank ikun miftuħ għax-xogħol għall-eżekuzzjoni ta' Tranżazzjonijiet ta' Flas kif avżat minn żmien għal żmien mill-Bank, u teskludi espressament dawk il-jiem li huma vaganzi pubbliċi u / jew bankarji;
- **"Klijent"** tfisser il-Pagatur jew ir-Riċevitur jew it-tnejn, skont kif meħtieġ;
- **"Kont"** tfisser kull kont miżmum f'isem il-Pagatur u / jew ir-Riċevitur, użat fl-eżekuzzjoni tat-Tranżazzjonijiet ta' Flas;
- **"Pagatur"** tfisser kull persuna jew entità li għandha Kont mal-Bank u li tippermetti li tgħaddi Tranżazzjoni ta' Flas mill-Kont tagħha;
- **"Riċevitur"** tfisser kull persuna jew entità intenzjonata li tkun id-destinatarju ta' fondi mħallsa permezz ta' Tranżazzjoni ta' Flas;
- **"Strument ta' Flas"** tfisser kull mezz personalizzat (li jinkludi fost oħrajn Kard, PIN, strument ta' sigurtà jew telefon ċellulari użati separatament jew flimkien) u / jew sett ta' proċeduri miftiehma bejn il-Klijent u l-Bank u wżati mill-Klijent biex jordna Tranżazzjoni ta' Flas;
- **"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;
- **"Tranżazzjoni ta' Flas"** tfisser azzjoni, li tinkludi fost oħrajn Debitu Dirett, Kreditu Dirett, Trasferimenti ta' Kreditu 'l Ġewwa u 'l Barra, oriġinata mill-Klijent u li tikkonsisti fid-depożitu, trasferiment jew għid ta' flus, fejn tali azzjoni ssir b'mezzi elettronici jew inkella tinbeda bil-kitba.
- **"Identifikatur Uniku"** tfisser kombinazzjoni ta' ittri, numri u simboli li jkun speċifikati mill-Bank lill-Klijent u li l-Klijent għandu jikkwota biex jidentifika mingħajr dubju lill-parti l-oħra fit-Tranżazzjoni ta' Flas jew il-kont ta' dik il-parti l-oħra. Din tista' tkun in-Numru Internazzjonali tal-Kont tal-Bank (l-IBAN), il-Kodiċi ta' Identifikazzjoni tal-Bank (il-BIC), jew tali referenza oħra ta' identifikazzjoni kif rikjesta mill-Bank biex jeżegwixxi t-Tranżazzjoni ta' Flas.

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

1. L-EŻEKUZZJONI TAT-TRANŻAZZJONIJIET TA' FLAS:

1.1 Fejn il-Pagatur jitlob lill-Bank biex jeżegwixxi Tranżazzjoni ta' Flas, il-Klijent għandu jagħti lill-Bank l-informazzjoni li l-Bank jidherlu neċessarja biex jeżegwixxi l-imsemmija Tranżazzjoni ta' Flas. B'mod partikolari l-Bank jista' jitlob lill-Pagatur biex jagħtih xi wieħed jew aktar mid-dettalji li ġejjin li għandhom x'jaqsmu mal-Kontijiet miżmuma sew mill-Pagatur kemm mir-Riċevitur:

- E. In-numru, l-isem u l-partikolaritajiet tad-detentur tal-kont;
- F. L-Identifikatur Uniku meħtieġ;
- G. L-ammont li jkun se jiġi trasferit u l-munita li fih tkun se ssir it-Tranżazzjoni ta' Flas;
- H. Raġuni dettaljata għat-Tranżazzjoni ta' Flas.

1.2 Fejn it-Tranżazzjoni ta' Flas tkun koperta b'Kuntratt Qafas jew issir mill-Pagatur permezz ta' Strument ta' Flas, il-Pagatur jista' jintalab biex jagħti aktar informazzjoni, skont it-termini tal-Kuntratt Qafas.

1.3 Qabel ma Pagatur jibda jew jawtorizza Tranżazzjoni ta' Flas, il-Bank jinformat x'inhu l-itwal żmien li jista' jieħu l-Bank biex jeżegwixxi t-Tranżazzjoni ta' Flas, kif inhuma maqsuma d-drittijiet, tariffi, kummissjonijiet u mgħaxxijiet pagabbli lill-Bank u, fejn ikun il-każ, x'inhi r-rata tal-kambju li tkun se tintuza għat-Tranżazzjoni ta' Flas. Fejn it-Tranżazzjoni ta' Flas tkun koperta b'Kuntratt Qafas, l-imsemmija informazzjoni tkun mogħtija fil-Kuntratt Qafas jew bil-mod imsemmi fih.

1.4 Il-Klijent jagħti l-kunsens tiegħu għall-eżekuzzjoni tat-Tranżazzjoni ta' Flas jew billi jiffirma l-istruzzjonijiet rilevanti mogħtija lill-Bank jew bil-mod stipulat f'xi Kuntratt Qafas li jkun applikabbli. L-awtorizzazzjoni tista' tiġi ritirata biss jekk il-Kuntratt Qafas applikabbli jkun jipprovdni għal dan u bil-mod kif stipulat fih. F'kull każ ieħor, l-awtorizzazzjoni tista' tiġi ritirata biss bi ftehim mal-Bank. Il-Bank jirriżerva d-dritt li jimponi flas jew dritt meta hu jaċċetta li l-awtorizzazzjoni tiġi ritirata.

1.5 Fil-każ ta' Debitu Dirett il-Pagatur jista' jirrevoka l-ordni ta' pagament l-aktar tard sa l-aħħar tal-Jum ta' Xogħol tal-Bank li jiġi qabel il-jum miftiehem għad-debitu tal-fondi. Biex issir revoka aktar tard ikunu meħtieġa l-kunsens tal-Pagatur u dak tal-Bank.

1.6 Id-drittijiet, tariffi, kummissjonijiet u mgħaxxijiet kollha dovuti lill-Bank ikunu ddebitati fil-Kont tal-Pagatur flimkien mal-ammont li jkun qed jiġi ttrasferit imma jintwerew bħala entrati separati. Dawn l-ammonti jiġu debitati fil-jum meta t-Tranżazzjoni ta' Flas tiġi eżegwita mill-Bank.

1.7 Wara li l-Kont ikun iddebitat, il-Bank jipprovdni lill-Pagatur bi spjega fil-qosor tat-Tranżazzjoni ta' Flas. Id-dettalji mogħtija fil-qosor jiddependu min-natura tat-Tranżazzjoni ta' Flas, u jinkludu:

- E. Id-data meta l-Bank iqis li jkun irċieva l-istruzzjonijiet tal-Pagatur;

- F. Referenza li tidentifika t-Tranzazzjoni ta' Hlas u informazzjoni dwar ir-riċevitur tal-fondi trasferiti;
 - G. L-ammont trasferit, il-munita u r-rata tal-kambju wżata;
 - H. Analizi tad-drittijiet, tariffi, kummissjonijiet u mgħaxxijiet miżmuma mill-Bank.
- 1.8 Fejn it-Tranzazzjoni ta' Hlas tkun koperta b'Kuntratt Qafas il-Bank jirriżerva d-dritt li jipprovdi lill-Pagatur bl-informazzjoni msemmija fil-Klawsola 1.7 hawn fuq darba fix-xahar.
- 1.9 Il-Klijent jista' jitlob lill-Bank biex jagħtih aktar informazzjoni barra dik speċifikata fil-Klawsola 1.7 hawn fuq. F'każi bħal dawk, il-Bank jirriżerva d-dritt li jagħti dik l-informazzjoni addizzjonali kontra Hlas ta' tariffa jew dritt.

2. LIMITI TA' ŻMIEN GĦALL-EŻEKUZZJONI TA' TRANŻAZZJONIJIET TA' HLAS:

- 2.1 Id-data li fiha l-Bank jirċievi talba għall-eżekuzzjoni ta' Tranzazzjoni ta' Hlas titqies li tkun id-data li fiha jkun attwalment irċeiviha, sakemm dak il-jum ikun Jum ta' Xogħol tal-Bank. Fejn it-talba tasal f'jum li mhuwiex Jum ta' Xogħol tal-Bank jew wara l-ħin applikabbli tal-qtugħ skont it-Tabella tal-Ħinijiet tal-Qtugħ ippubblikata fuq is-sit elettroniku www.apsbank.com.mt, dik it-talba titqies li tkun waslet fil-Jum ta' Xogħol tal-Bank li jkun imiss. Id-data meta l-Bank jeżegwixxi t-Tranzazzjoni ta' Hlas tkun id-Data tal-Eżekuzzjoni.
- 2.2 Il-Klijent jista' jitlob li d-Data attwali tal-Eżekuzzjoni tkun differenti mid-data ta' meta tkun waslet it-talba; f'dak id-każ id-data alternattiva trid tkun aċċettabbli għall-Bank u trid tkun Jum ta' Xogħol tal-Bank.
- 2.3 Tranzazzjoni ta' Hlas tkun ipproċessata mill-Bank b'mod li jkun assigurat li l-ammont li jkollu jiġi ttrasferit jasal għand l-istituzzjoni indikata fit-talba tal-Pagatur fi żmien tlett (3) ljiem ta' Xogħol tal-Bank. Fejn Tranzazzjoni ta' Hlas ma tintbagħatx b'mezzi elettronici dan il-perijodu jista' jiġi estiż b'Jum (1) ieħor ta' Xogħol tal-Bank.
- 2.4 Kull meta tkun se ssir Tranzazzjoni ta' Hlas, għandha tiġi kkonsultata t-Tabella tal-Ħinijiet tal-Qtugħ ippubblikata fuq is-sit elettroniku www.apsbank.com.mt.
- 2.5 Kull meta d-data stipulata fil-Kuntratt Qafas taħbat f'jum li mhuwiex Jum ta' Xogħol tal-Bank, l-eżekuzzjoni tal-pagament issir fil-Jum ta' Xogħol tal-Bank li jkun imiss.

3. META NIRĊIEVU L-FONDI:

- 3.1 Fondi li jirċievi l-Bank biex jidhlu f'Kont jiġu kkreditati f'dak il-Kont fil-Jum ta' Xogħol tal-Bank li fih il-fondi jitqiesu li waslu għand il-Bank. Meta l-fondi jaslu wara l-ħin tal-Qtugħ jew f'jum li ma jkunx Jum ta' Xogħol tal-Bank, il-kreditu jsir fil-Jum ta' Xogħol tal-Bank li jkun imiss. L-ammont ikkreditat ikun imnaqqas bid-drittijiet, tariffi, kummissjonijiet u mgħaxxijiet kollha dovuti mir-Riċevitur lill-Bank.
- 3.2 Malli jsir il-kreditu fil-Kont, il-Bank jagħti lir-Riċevitur din l-informazzjoni li ġeja:
- E. Id-data li fiha l-Bank ikun ikkredita l-fondi ttrasferiti fil-Kont;
 - F. Referenza li tidentifika t-Tranzazzjoni ta' Hlas u kull informazzjoni mibgħuta mill-Pagatur;
 - G. L-ammont trasferit, il-munita u r-rata tal-kambju wżata;
 - H. Analizi tad-drittijiet, tariffi, kummissjonijiet u mgħaxxijiet miżmuma mill-Bank;
- 3.3 Fejn it-Tranzazzjoni ta' Hlas tkun koperta b'Kuntratt Qafas il-Bank jirriżerva d-dritt li jipprovdi lill-Klijent bl-informazzjoni msemmija fil-Klawsola 3.2 hawn fuq darba fix-xahar.

4. STRUMENTI TA' HLAS:

- 4.1 Meta servizz jew Strument ta' Hlas ikun regolat minn Kuntratt Qafas, il-Partijiet fih għandhom jaderixxu għad-drittijiet u l-obbligi rispettivi tagħhom, b'attenzjoni partikolari għall-mod kif Strument ta' Hlas għandu jkun użat u mħares.
- 4.2 Il-Bank iżomm id-dritt f'kull ħin li jibblokka Strument ta' Hlas għal kwalunkwe raġuni permessa mil-liġi jew imniżżla fil-Kuntratt Qafas applikabbli. Fejn il-Bank jipproċedi biex jagħmel dan, hu jipproċedi, jekk permess mil-liġi, biex jinforma lill-Klijent bl-ibblokkar u bir-raġuni li tkun waslet lill-Bank għal dik l-azzjoni.
- 4.3 Meta Strument ta' Hlas jinsteraq, jintilef jew jittiehed minn xi hadd bla dritt, il-Klijent għandu jipproċedi biex jirrapporta l-każ minnufih liċ-Centru għall-Assistenza tal-Klijenti kif indikat fil-Klawsola 8.1 hawn taħt. Jista' jkun hemm rekwiżiti ta' rappurtar alternattivi jew aktar speċifiċi mdaħħlin fil-Kuntratt Qafas applikabbli.

5. RESPONSABILITÀ GĦAT-TRANŻAZZJONIJIET TA' HLAS:

- 5.1 Il-Bank ma jkun responsabbli għal ebda Tranzazzjoni ta' Hlas li ma tkunx għet eżegwita minħabba li l-Klijent ikun naqas milli jipprovdi l-informazzjoni meħtieġa lill-Bank jew għax il-liġi tkun tipprojbixxi lill-Bank milli jeżegwiha. Il-Bank jgħarrarf lill-Klijent fi żmien il-Jum ta' Xogħol tal-Bank li jkun imiss dwar ir-raġunijiet li għalihom it-Tranzazzjoni ta' Hlas ma tkunx għet eżegwita u, ladarba l-informazzjoni nieqsa tiġi pprovduta jew ir-raġunijiet li kienu jżommu lill-Bank milli jeżegwixxi t-Tranzazzjoni ta' Hlas ma jibgħu jeżistu, jipproċedi biex jeżegwixxi dik it-Tranzazzjoni ta' Hlas. F'dan id-każ id-data tal-irċevuta tkun id-data li fiha l-Bank ikun jista' jipproċessa t-Tranzazzjoni ta' Hlas.
- 5.2 Il-Bank ma jkun responsabbli għal ebda Tranzazzjoni ta' Hlas li tkun għet eżegwita skont l-istruzzjonijiet mogħtija mill-Klijent. Sa fejn ikun possibbli l-Bank jipprova jirkupra l-fondi ttrasferiti. Qabel ma jagħmel dan il-Bank jāvża lill-Klijent dwar xi drittijiet, tariffi, kummissjonijiet jew imgħaxxijiet ikunu japplikaw.
- 5.3 Il-Klijent għandu jāvża lill-Bank minnufih dwar kull Tranzazzjoni ta' Hlas mhux awtorizzata jew żbaljata. Fejn il-Bank jstabilixxi li t-Tranzazzjoni ta' Hlas ma kinitx awtorizzata jew għet eżegwita bi żball mill-Bank, il-Bank jipproċedi biex jirrifondi lill-Klijent l-ammont tat-Tranzazzjoni ta' Hlas mhux awtorizzata jew żbaljata.
- 5.4 Fejn il-Bank jirrikonoxxi r-responsabbiltà skont it-termini tal-Klawsola 5.3 hawn fuq, il-Bank ikun responsabbli wkoll għad-drittijiet, tariffi, kummissjonijiet u mgħaxxijiet kollha mġarba in-konnessjoni mal-imsemmija Tranzazzjoni ta' Hlas.
- 5.5 Il-Bank ma jkunx responsabbli għal xi telf li jinqala' lill-Klijent minħabba xi nuqqas jew dewmien ikkawżat minn strajkijiet, azzjoni industrijali, qtugħ tal-provvista tal-elettriku jew waqfien ta' xi makkinarju, jew kawżi oħra li l-Bank raġonevolment ma jkollux kontroll fuqhom, u każi ta' force majeure.
- 5.6 Din il-Klawsola hija mingħajr preġudizzju għal kull klawsola li tirregola r-responsabbiltà tal-Bank u / jew tal-Klijent li teżisti fil-Kuntratt Qafas applikabbli.

6. TRANŻAZZJONIJIET TA' HLAS MIBDIJA MIR-RIĊEVITUR JEW PERMEZZ TIEGĦU:

- 6.1 Meta l-awtorizzazzjoni għall-eżekuzzjoni ta' Tranzazzjoni ta' Hlas mibdija mir-Riċevitur tkun se tiġi revokata, ikun meħtieġ li jingħata bil-miktub il-kunsens tar-Riċevitur flimkien ma' dak tal-Klijent. Dan il-kunsens irid jasal għand il-Bank fi żmien il-Jum ta' Xogħol tal-Bank u sal-ħin tal-Qtugħ li jiġu qabel il-jum tal-eżekuzzjoni.
- 6.2 Mingħajr preġudizzju għal dak li jista' jiddisponi xi Kuntratt Qafas li jkun applikabbli, il-Pagatur jista' jitlob lill-Bank b'konformità mal-Klawsola 6.3 hawn taħt biex jirrifondi kull ammont ittrasferit mill-Kont tiegħu fejn:
- C. l-awtorizzazzjoni ma tkunx speċifikat l-ammont preċiż tat-Tranzazzjoni ta' Hlas meta tkun ingħatat l-awtorizzazzjoni; u
 - D. l-ammont tat-Tranzazzjoni ta' Hlas ikun aktar mill-ammont li l-Pagatur jista' raġonevolment jistenna li jkun wara li jitqiesu x-xejriet tal-infiq tiegħu fil-passat, il-kundizzjonijiet f'kull Kuntratt Qafas li jkun applikabbli, u ċirkostanzi rilevanti oħra tal-każ.
- Hekk iżda li l-Bank jirriżerva d-dritt li jitlob lill-Pagatur li jġib il-provi meta jagħmel xi talba ta' din ix-xorta.
- 6.3 Talba ta' din ix-xorta għandha ssir mill-Pagatur fi żmien tmien (8) ġimgħat mid-data li l-Bank ikun innotifikat li fiha jkun għet debitat il-Kont bl-ammont trasferit. Il-Bank jipproċedi biex jinforma lill-Pagatur ikunx sejjer jaċċetta t-talba tiegħu fi żmien għaxart (10) ljiem ta' Xogħol tal-Bank minn meta jirċeiviha.

7. DRITTJIJET, TARIFFI, KUMMISSJONIJIET, IMGĦAX, U HIN TAL-QTUGH:

7.1 L-informazzjoni kollha meħtieġa dwar drittijiet, tariffi, kummissjonijiet, imġax u hin tal-qtugh tinstab fit-Tariffa tad-Drittijiet, fit-Tabella tar-Rati tal-Imġax u fit-Tabella tal-Finijiet tal-Qtugh li hemm ippubblikati fuq is-sit elettroniku www.apsbank.com.mt. It-tibdil li jsir fi kwalunkwe tabella jidhori fis-seħh fid-data li tkun speċifikata fil-pubblikazzjoni ta' dak it-tibdil

7.2 Meta l-Bank jimponi dritt, tariffa, kummissjoni jew imġax, il-Klijent jinghata analiżi xierqa tal-ammont kumulattiv miżmum, inkluż kull qlib ta' kambju mitlub.

8. ĠENERALI:

8.1 Ilmenti għandhom isiru bil-fomm jew bil-miktub lill-manijer tal-fergħa rispettiva jew b'telefonata liċ-Ċentru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew bil-kitba lill-manijer fuq csc@apsbank.com.mt. Il-Bank jinvestiga l-każ u, fejn ikun xieraq u meħtieġ, jiehu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Tintbagħat irċevuta għal kull ilment u d-Detentur tal-Kont jiġi mġarraf 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-Manijer għall-Ilmenti tal-Konsumatur, l-Awtorità għas-Servizzi Finanzjarji ta' Malta, Triq Notabile, Attard BKR 3000, Malta jew fuq consumerinfo@mfsa.com.mt.

8.2 Id-Detentur tal-Kont jista' jikkomunika mal-Bank bl-Ingliż jew bil-Malti, għalkemm il-Bank jippreferi jikkomunika bl-Ingliż. Il-komunikazzjonijiet għandhom ikunu bil-miktub u, fejn ma jkunx dikjarat jew miftiehem mod ieħor, għandhom jiġu indirizzati lill-manijer, Centru għall-Assistenza tal-Klijenti, APS Centre, Triq it-Torri, Birkirkara BKR4012, Malta.

8.3 Il-Bank jista' jittrasferixxi d-drittijiet u / jew l-obbligi tiegħu kollha, jew waħda jew uħud minnhom, lil persuna li jidhirlu b'mod raġonevoli li tkun kapaċi li twestaqhom.

8.4 Id-data kollha personali li jiġu f'idejn il-Bank ma jkunx żvelati sakemm il-Bank ma jkunx awtorizzat biex jiżvelahom mill-individwu kkonċernat, jew ma jkunx imġiegħel jagħmel hekk bil-ligi. Il-Bank jista' wkoll jiżvela data personali lil terzi persuni fejn dan l-iżvelar ikun meħtieġ biex jassigura li s-servizz jinghata kif jixraq. Id-data personali tkun miġbura, maħżuna u pprocessata b'konformità mal-Att dwar il-Protezzjoni u l-Privatezza tad-Data.

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

Jien / Aħna, hawn taħt iffirmat(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet Ġenerali marbuta mad-Direttiva dwar is-Servizzi ta' Pagament, maħruġa mill-APS Bank Limited, u li jien / aħna qrajthom / qrajniehom, fhimthom / fhimniehom, u naċċetta(w)hom.

Firma / Firem

Data

Isem u Kunjom / Ismijiet u Kunjomijiet

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

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

Tabella Nru. 1

Stat Membru taż-Żona Ekonomika Ewropea (EEA) u tal-UE**	Munita	Simbolu
Belġju, Ġermanja, Irlanda, Greċja, Spanja, Franza, Italja, Ċipru, Lussemburgu, Malta, Olanda, Awstrija, Portugall, Slovenja, Slovakkja, Finlandja	Ewro	€
Bulgarija	Lev	BGN
Repubblika Ċeka	Koruna Ċeka	CZK
Estonja	Kroon	EEK
Latvja	Lats	LVL
Litwanja	Litas	LTL
Ungerija	Forint	HUF
Polonja	Zloty	PLN
Romanija	Leu	RON
Svezja	Kroner Svediż	SEK
Danimarka	Kroner Daniż	DKK
Renju Unit	Lira Sterlina	GBP
Stat Membru I-EEA imma mhux tal-UE **		
Norveġja	Kroner Norvegiż	NOK
Islanda	Kroner Islandiż	ISK
Liechtenstein	Frank Svizzeru	CHF

** ** Il-lista tal-pajjiżi u l-muniti rispettivi tista' tinbidel skont kif ippubblikata mill-Kummissjoni Ewropea