

SAVINGS ACCOUNTS – TERMS AND CONDITIONS

- SAVINGS ACCOUNT
- LIFEGUARD ACCOUNT
- BONANZA ACCOUNT
- MINOR SCHEME ACCOUNT

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

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

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

- **“Account”** means the Savings Account maintained by the Bank in Euro or any other currency acceptable to the Bank in the name of the Account Holder;
- **“Account Holder”** means the customer in whose name the Bank maintains the Account;
- **“APS 365 Online”** means the service provided by the Bank through internet whereby the Account Holder can carry out certain banking transactions on the Account that once effected, shall be legally binding and which service is subject to all terms and conditions then in force that are applicable to that service;
- **“ATM”** means Automated Teller Machine;
- **“Bank”** means APS Bank Limited, (C 2192) having its registered address at APS Centre, Tower Street, Birkirkara BKR 4012, Malta and all its assignees and successors in title;
- **“Bonanza Account”** means an Account which enjoys a preferential interest rate but to which certain restrictions on withdrawals apply;
- **“Card”** means the PREMIER Card, used as a debit card, issued by the Bank to the Account Holder and any other card issued in the future that bears the same characteristics of the Card named here. Apart from these Terms and Conditions, the Card is subject to all the terms and conditions then in force that are applicable to that type of Card;
- **“EPOS”** means Electronic Point of Sale;
- **“Interest”** means the rates of interest applicable on balances in the Account. The Interest Rate Table is published by the Bank from time to time and is available upon request or can be viewed on www.apsbank.com.mt;
- **“Joint Account Holders”** means two or more Account Holders in whose joint names the Bank maintains the Account;
- **“Lifeguard Feature”** means the life assurance cover linked with the Account up to a fixed maximum amount subject to the Account Holder meeting the conditions set out herein;
- **“Minor Scheme Account”** means an Account to which the terms and conditions present in Clause 10 apply;
- **“Statement”** means a summary of all financial transactions occurring over a given period of time on the Account;
- **“Tariff of Charges”** means the Bank’s tariff of charges published by the Bank from time to time and which can be viewed on www.apsbank.com.mt;
- **“Uncleared Effects”** means cheque/s deposited in the Account that can only be available for withdrawal when they are honoured by the bank/branch on which they are drawn.

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

1. THE ACCOUNT:

- 1.1 An Account may be opened by both residents and non-residents.
- 1.2 An Account may be opened in Euro or in any other currency acceptable to the Bank, so however that the Lifeguard Feature will only be available when the Account is opened in Euro.
- 1.3 Applications for the opening of an Account are subject to the Bank obtaining such information and documentation on the Account Holder and his activities as the Bank may deem necessary. The Bank retains the right to decline any such application.
- 1.4 The Account is to be operated in credit. The Bank has the right, at any time, without giving any prior notice, to set-off the credit balance on the Account against any debit balance held by the Account Holder in another account with the Bank.
- 1.5 Unless otherwise indicated in these Terms and Conditions, the Account can be opened with a minimum deposit of **€25**. Different minimum deposits may apply where the Account is opened in other currencies.
- 1.6 Interest is calculated on a daily basis and will be paid at the rates applicable on the Account as published by the Bank from time to time. Any interest accrued on the Account will be capitalised once yearly, currently at the end of the year. In the case of a Bonanza Account or on an Account denominated in a currency other than in Euro, accrued interest will be capitalised currently once every month. Unless advised otherwise, the Bank will charge Withholding Tax at the rate fixed by the local authorities. Withholding Tax is deducted only from those accounts held in the name of residents of Malta.
- 1.7 A Statement of the Account will be mailed to the Account Holder’s address currently every month. If in the period following the last Statement issued, no transactions took place the Bank reserves the right not to send any Statement. In the case of Accounts in the name of Joint Account Holders, only one (1) Statement will be mailed. Additional Statements are subject to charges as per Bank’s Tariff of Charges. Subscribers to APS 365 Online shall only receive a yearly Statement. Upon receipt of a Statement, the Account Holder is to verify the transactions therein and report any incongruence to the Bank within ninety (90) days from date of the Statement.
- 1.8 Where the Account Holder considers that a transaction was never authorised by him or that it was executed erroneously, the Account Holder should report the manner without any undue delay and not later than thirteen (13) months from the date on which the Account was debited. The Bank will investigate the matter and, if it results that the transaction was unauthorised, it will proceed to refund the amount debited to the Account together with any charges that may have been levied by the Bank in connection with the unauthorised transaction. This shall be without prejudice to any other right which the Account Holder may be entitled to under other terms and conditions or agreements with the Bank.
- 1.9 Any communication by the Bank shall be mailed to the address provided by the Account Holder. The Account Holder must immediately notify the Bank in writing of any change of mailing address. The Bank does not assume any responsibility for communications which fail to reach the Account Holder and it shall be deemed that any such communication shall have been received by the Account Holder if mailed at the mailing address communicated by the Account Holder as per above.
- 1.10 If the Account is left dormant and does not operate for a continuous period of twenty-four (24) months the Bank has the right to close the Account.

1.11 The Bank reserves the right to withdraw at its sole discretion any Cards issued to the Account Holder, especially if there is misconduct of Account.

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

1.13 If the Account is closed for any reason, the Account Holder must immediately return to the Bank any Cards linked to the Account. Similarly, closure of the Account for any reason will result in loss of the Lifeguard Feature and the Bank shall no longer be obliged to effect any payment in relation thereto.

1.14 The Account is not transferable.

2. TRANSACTIONS ON THE ACCOUNT:

2.1 Transactions on the Account may be carried out:

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

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

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

2.4 Local other bank's cheques other than Central Bank cheques are considered as being cleared for interest calculation purposes three (3) Bank working days or as otherwise regulated by the Malta Clearing House, after they have been deposited into the Account. Bank cheques deposited at a branch other than where the account on which the cheque is drawn is held are considered as being cleared for interest calculation purposes one (1) Bank working day, after they have been deposited. Likewise, in the case of foreign bank drafts the clearing period shall be determined in accordance with banking practice.

2.5 In the case of a Bonanza Account no withdrawal shall be allowed unless the Account Holder notifies the Bank three (3) Bank working days prior to affecting the said withdrawal. If the Bonanza Account is denominated in a currency other than Euro, the notification period required shall be seven (7) Bank working days.

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

3. CHANGING THESE TERMS AND CONDITIONS:

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

3.2 Without prejudice to the generality of the provisions of Clause 3.1 above, the circumstances when the Bank may vary the Terms and Conditions include:

- A. Changes in market conditions or in banking practice.
- B. Changes in costs to the Bank.
- C. If the Account Holder is in breach of any of these Terms & Conditions or if the Account Holder is otherwise in default.
- D. Changes in the law and / or a decision or recommendation of a court, regulator or similar body.
- E. 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 of another bank or organisation offering similar services.
- G. Changes imposed or requested by any Payment System.
- H. If any event occurs or circumstances arise that may reasonably affect the performance by the Account Holder of all or any of the obligations under these Terms and Conditions.

3.3 Changes to these Terms and Conditions shall be communicated to the Account Holder at least two (2) months before their coming into force. In the absence of the Bank receiving any objection in writing thereto from the Account Holder, it shall be deemed that the Account Holder has accepted the proposed changes and any such changes shall be deemed to form part of these Terms and Conditions.

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

4. ACCOUNT PROMOTIONS:

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

5. ACCOUNT HOLDER'S PERSONAL INFORMATION:

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

5.2 Information about the Account Holder and his Account may be put onto the Bank's database and used, analysed and assessed by the Bank to provide the Account Holder with a better service. Apart from the Bank, this information, including the nature of the Account Holder's transactions, will be disclosed to third parties in order to provide him 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.

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

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

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

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

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

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

6. INTEREST, FEES AND TARIFFS:

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

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

7. ACCOUNTS HELD IN JOINT NAMES:

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

7.2 The Bank reserves the right to pay and deduct from the Account all amounts which the Joint Account Holders authorised to operate the Account in terms of the relevant mandate instructions, instruct or otherwise authorise the Bank to pay. This applies only if the Account is in credit with cleared funds. If there are no available cleared funds on the Account, the Bank reserves the right not to effect the Account Holder's instructions and without giving him any notice thereof.

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

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

8. NON-PHYSICAL ACCOUNT HOLDERS:

8.1 Where the Account Holder is not a physical person, Clause 7.1 and Clause 7.2 shall apply. So however that reference to 'the joint Account Holder/s' shall be construed as references to the authorised signatories.

8.2 The other provisions of these Terms and Conditions shall apply accordingly, so however that the Lifeguard Feature shall not be available.

9. THE LIFEGUARD FEATURE:

9.1 The Lifeguard Feature will only be available while the Account Holder is between eighteen (18) and sixty (60) years of age (both ages included) and where the Account is held in a personal name and does not fall to be considered as a Bonanza Account or a Minor Scheme Account. Where the Account Holder benefits from the Lifeguard Feature, the Account shall be known as the "Lifeguard Account".

9.2 In the event of the death of the Account Holder, the Bank shall double the balance, up to a maximum amount of €11,600, standing to the credit of the Lifeguard Account on the date of the Account Holder's death and pay the same to the estate of the deceased. Payment of the said sum shall be made only in Euro and it shall discharge the Bank from its obligations. In the case of Joint Account Holders, the payment shall be pro rata to the deceased's interest in the Lifeguard Account subject to the application of the above mentioned maximum amount.

9.3 The Lifeguard Feature shall apply:

- A. On one (1) Account held by the same Account Holder, having the largest balance at the time of his death.
- B. Where the Account has been opened for more than six (6) months prior to the death of the Account Holder.
- C. Where the death of the Account Holder is not directly or indirectly, the result of:
 - I. Suicide or attempted suicide, whether sane or insane. Or
 - II. War, invasion, hostilities (whether war has been declared or not), civil war, strikes, riots or civil commotion. Or
 - III. Conditions for which the Account Holder had received treatment during the last eighteen (18) months prior to his death.

9.4 Any claim by the estate of the Account Holder has to be brought forth and notified to the Bank in writing within five (5) months from the date of the death of the Account Holder. Failure to do so shall result in forfeiture of the Lifeguard Feature. No claim will be considered unless the same is accompanied by supporting evidence and related documents including a death certificate as the Bank may require. The Bank reserves the right to investigate and establish the cause of death.

9.5 A minimum of sixty (60) days from when the Bank was provided with the required proof of death shall be allowed to lapse prior to the Bank declaring whether it will accept a claim or not and within the said time no action shall be brought against the Bank in connection with a Lifeguard Account. No such action shall be brought after the expiration of two (2) years from when written proof of death is required to be furnished.

9.6 If any difference or dispute of any kind whatsoever shall arise between the heirs or estate of the Account Holder and the Bank, in respect of any claim or any matter or liability arising or alleged to have arisen hereunder or otherwise connected herewith directly or indirectly, the position taken by the Bank shall prevail provided the Bank shows that it has not acted capriciously or against the rules of justice or equity.

10. MINOR SCHEME ACCOUNT:

10.1 A Minor Scheme Account is an Account opened and held in terms of the 'Special Savings Scheme in the Name of Minors' established by the Government of Malta.

10.2 A Minor Scheme Account may be opened, and deposits therein made, by any one or more of the following:

- A. The parents or legal guardian in respect of sons and daughters, natural or adopted.
- B. The grandparents in respect of grandchildren.
- C. The brothers and / or sisters of parents as in (a) above.

10.3 The minimum deposit shall be of €120 and a cumulative total of € 2,329.37 can be deposited in the name of the minor under the age of eighteen (18) years every calendar year.

10.4 No withdrawals may be made from a Minor Scheme Account before the minor attains eighteen (18) years of age or the Minor Scheme Account has been open for more than five (5) years from the date of first deposit if the minor is thirteen (13) years of age and over on such date, whichever the earlier. Any early withdrawal from the Account must be sanctioned by the Civil Court (Voluntary Jurisdiction Section), independently of the amount that is to be withdrawn.

- 10.5 The rate of interest payable is fixed currently at 1% p.a. above the savings rate of interest with a minimum of 4% p.a., calculated on the daily balance. Interest will be automatically added to the deposits at the end of each year.
- 10.6 Deposits and interest accruing thereon shall be exempt from income tax, donation and succession duty.
- 10.7 Changes to Clause 10 may take place independently of the Bank.

11. GENERAL:

11.1 The Account Holder is to pay all charges, fees and commissions chargeable in connection with the Account together with any costs that the Bank may incur and impose whenever the Account Holder breaches any of these Terms and Conditions.

11.2 The Bank may transfer all or any of its rights and / or obligations to a person that it reasonably considers capable of performing them. References to the Bank in these Terms and Conditions should then be read as references to the person to whom any relevant rights and / or obligations were transferred. The Account Holder may not assign or transfer any of his rights and / or obligations under these Terms and Conditions.

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

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

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

11.4 Should the Account Holder requests the Bank to send any Statement, Card and / or any other document to a "c/o address", he shall assume full responsibility should he fails to receive such items and / or for any other breach of security.

11.5 These Terms and Conditions may also find application in relation to other products offered by the Bank that have a savings account feature.

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

11.7 Complaints are to be made verbally or in writing to the appropriate branch manager or by phoning the Customer Support Centre on Telephone Number 2122 6644 or write to the manager on csc@apsbank.com.mt The Bank will then 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, and Malta or on consumerinfo@mfsa.com.mt.

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

11.9 The Account Holder is bound by these Terms and Conditions both when:

- A. Applying in person at one of the Bank's branches or agencies. In such a case, the applicant may be requested to sign a hard copy of these Terms and Conditions for retention by the Bank.
- B. Applying through the APS 365 Online. In such a case, the Account Holder has to agree 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.

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

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

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

12. ADDITIONAL TERMS AND CONDITIONS:

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

I / We, the undersigned, do hereby declare that I / We have been provided with a copy of the SAVINGS Account – 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 għall- KONT TA' TIFDIL (SAVINGS ACCOUNT)

- KONT SAVINGS
- KONT LIFE GUARD
- KONT BONANZA
- KONT TAL-ISKEMA MINORENNI

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

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

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

- **"APS 365 Online"** tfisser is-servizz li l-Bank jipprovdi permezz tal-Internet illi bih id-Detentur tal-Kont jista' jwettaq ċerti tranzazzjonijiet bankarji fuq il-Kont illi, darba magħmulin, ikunu jorbtu legalment, u liema servizz ikun soġġett għat-termini u kundizzjonijiet kollha li jkunu in forza u applikabbli għalih dakinhar li jintuża;
- **"ATM"** tfisser Automated Teller Machine;
- **"Bank"** tfisser l-APS Bank Limited, (C 2192) li għandu l-uffiċċju registrat f'APS Centre, Triq it-Torri, Birkirkara BKR 4012, Malta u ċ-ċessjonarji u s-suċċessuri kollha tiegħu b'titlu;
- **"Detentur tal-Kont"** tfisser il-klijent li f'ismu huwa miżmum il-Kont mill-Bank;
- **"Detenturi ta' Kont Kongunt"** tfisser żewġ Detenturi jew aktar ta' Kont li l-Bank iżomm fl-ismijiet kongunti tagħhom;
- **"Effetti mhux lkklerjati"** 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 ta' l-bejgħ elettronika (Electronic Point of Sale);
- **"Fattur Lifeguard"** tfisser il-kopertura tal-assigurazzjoni tal-hajja marbuta mal-Kont sa ammont massimu fiss u sakemm id-Detentur tal-Kont jissodisfa l-kundizzjonijiet imniżżlin hawn;
- **"Kard"** tfisser il-PREMIER Card li tintuża bħala karta ta' debitu u li tinħareġ mill-Bank lid-Detentur tal-Kont, kif ukoll kwalunkwe kard oħra li l-Bank jista' joħroġ fil-futur li jkollha l-istess karatteristiċi tal-Kard imsemmija hawn. Minbarra dawn it-Termini u Kundizzjonijiet, il-Kard hija soġġetta wkoll għat-termini u kundizzjonijiet kollha li jkunu in forza u applikabbli għal Kard ta' dak it-tip dakinhar li tintuża;
- **"Kont"** tfisser il-Kont ta' Tifdil miżmum mill-Bank fil-munita Ewro jew f'munita oħra aċċettabbli għall-Bank f'isem id-Detentur tal-Kont;
- **"Kont Bonanza"** tfisser Kont li jgawdi rata ta' mgħax preferenzjali imma li għalih japplikaw ċerti restrizzjonijiet fuq il-għbid;
- **"Kont tal-Iskema Minorenni"** tfisser Kont li għalih japplikaw it-termini u kundizzjonijiet imniżżla fil-Klawsola Nru. 10;
- **"Mgħax"** tfisser ir-rati tal-imgħax li japplikaw fuq il-bilanċ fil-Kont. Minn żmien għal żmien il-Bank jippubblika t-Tabella tar-Rati tal-Imgħax u jqiegħedha għad-dispożizzjoni ta' min jitlobha jew min irid jaraha fuq is-sit elettroniku www.apsbank.com.mt;
- **"Rendikont"** tfisser gabra fil-qosor tat-tranzazzjonijiet finanzjarji kollha li jkunu għaddew fil-Kont fuq perijodu determinat ta' żmien;
- **"Tariffa tad-Drittijiet"** tfisser it-tariffa tad-drittijiet tal-Bank illi l-Bank jippubblika minn żmien għal żmien u li tista' tittella' fuq is-sit elettroniku www.apsbank.com.mt.

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

1. IL-KONT:

- 1.1 Kont jista' jinfetaħ sew minn persuni residenti kemm minn dawk li mhumiex.
- 1.2 Kont jista' jinfetaħ fl-ewro jew fi kwalunkwe munita oħra aċċettabbli għall-Bank, hekk iżda illi l-Fattur Lifeguard ikun jgħodd biss meta l-Kont ikun miftuħ fl-ewro.
- 1.3 Meta ssir applikazzjoni għall-ftuħ ta' Kont il-Bank jista' jitlob u / jew jigbor dik l-informazzjoni u dokumentazzjoni fuq id-Detentur tal-Kont u l-attivitatijiet tiegħu li l-Bank jidhirlu neċessarja. Il-Bank iżomm id-dritt li jirrifjuta kwalunkwe applikazzjoni.
- 1.4 Il-Kont għandu jinżamm b'bilanċ favur tiegħu. Il-Bank għandu d-dritt, ikun meta jkun u mingħajr ma jagħti avvizz minn qabel, li jpaċi bilanċ pożittiv fuq il-Kont kontra kwalunkwe bilanċ negattiv li d-Detentur tal-Kont jista' jkollu f'xi kont ieħor mal-Bank.
- 1.5 Sakemm ma jkunx indikat mod ieħor f'dawn it-Termini u Kundizzjonijiet, il-Kont jista' jinfetaħ b'depożitu minimu ta' **€25**. Meta l-Kont jinfetaħ f'xi valuta oħra barra l-ewro d-depożitu minimu li jkun japplika jista' jkun differenti.
- 1.6 L-imgħax jiġi maħdum għal kull jum u jithallas bir-rati li japplikaw fuq il-Kont kif pubblikati mill-Bank minn żmien għal żmien. L-imgħaxijiet migmugħa fuq il-Kont jiġu kapitalizzati darba fis-sena, bħalissa fl-aħħar tas-sena. Fil-każ ta' Kont Bonanza jew Kont denominat f'munita barra l-ewro, l-imgħaxijiet migmugħa jiġu kapitalizzati bħalissa darba fix-xahar. Sakemm ma jkunx gie avżat mod ieħor, il-Bank iżomm it-Taxxa Finali fuq l-Imgħaxijiet, skont ir-rata f'fissata mill-awtoritajiet. It-Taxxa Finali fuq l-Imgħaxijiet tinqata' biss minn dawk il-kontijiet miżmuma f'isem persuni residenti ta' Malta.
- 1.7 Rendikont ikun impustat fl-indirizz tad-Detentur tal-Kont, bħalissa kull xahar. Jekk ma jkunux għaddew tranzazzjonijiet minn mindu jkun inħareġ l-aħħar Rendikont, il-Bank jirriżerva d-dritt li ma jibgħatx Rendikont. Fil-każ ta' kontijiet miżmuma f'isem Detenturi ta' Kont Kongunt, Rendikont wieħed (1) biss ikun impustat. Jekk ikun hemm taiba għal Rendikont(i) addizzjonali dawn ikunu soġġetti għad-drittijiet skont it-Tariffa tad-Drittijiet tal-Bank. L-abbonati tal-APS 365 Online jircievu Rendikont darba fis-sena. Meta jircievi Rendikont, id-Detentur tal-Kont għandu jivverifika t-tranzazzjonijiet u jirrapporta kwalunkwe nuqqas ta' qbil lill-Bank fi żmien disgħin (90) jum mid-data tar-Rendikont.
- 1.8 Fejn id-Detentur tal-Kont jidhirlu li xi tranzazzjoni qatt ma kienet awtorizzata minnu jew li għaddiet hażin, id-Detentur tal-Kont għandu jirrapporta l-materja mingħajr dewmien żejjed u mhux aktar tard minn tlettax-il xahar (13) mid-data li fiha l-Kont ikun gie debitat. Il-Bank jinvestiga l-materja u, jekk jirriżulta li t-tranzazzjoni ma kienet awtorizzata, jipproċedi biex jirrifondi l-ammont debitat fil-Kont flimkien mad-drittijiet li setgħu jkunu ngabru mill-Bank għar-rigward ta' dik it-tranzazzjoni mhux awtorizzata. Dan isir mingħajr preġudizzju għal kwalunkwe dritt ieħor li jista' jkollu d-Detentur tal-Kont taħt xi termini u kundizzjonijiet oħrajn jew xi ftehim ieħor mal-Bank.

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

1.10 Jekk il-Kont jiġhalla rieqed u ma jintużax għal perijodu kontinwu ta' erbgha u għoxrin (24) xahar il-Bank ikollu d-dritt jagħlaq il-Kont.

1.11 Il-Bank jirriżerva d-dritt unikament fid-diskrezzjoni tiegħu li jirtira kwalunkwe Kard maħruġa lid-Detentur tal-Kont, speċjalment jekk ikun hemm xi skorrettezza fit-tħaddim tal-Kont.

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

1.13 Jekk il-Kont jingħalaq hi xinhi r-raġuni, id-Detentur tal-Kont għandu minnufih jagħti lura lill-Bank il-Kards kollha marbutin ma' dak il-Kont. Bl-istess mod, l-għeluq tal-Kont għal kwalunkwe raġuni jirriżulta fit-telf tal-Fattur Lifeguard u l-Bank ma jibqa' obligat li jagħmel ebda pagament għar-rigward tiegħu.

1.14 Il-Kont mhux iev trasferibbli.

2. TRANŻAZZJONIJIET FUQ IL-KONT:

2.1 It-tranżazzjonijiet fuq il-Kont jistgħu jsiru:

- Fil-fergħat u / jew l-aġenziji tal-Bank (L-aġenziji jaċċettaw biss tranżazzjonijiet li ma jinvolvu flus kontanti).
- Permezz ta' Kard.
- Permezz ta' ordnijiet fissi, debiti diretti, krediti diretti u trasferimenti oħra awtomatiċi.
- Permezz tas-sistema tal-ATMs u l-magni ta' depożitu tal-Bank. (Ara t-Tabella tal-Finijiet tal-Qtuġh fuq is-sit elettroniku www.apsbank.com.mt.)
- Permezz tal-APS 365 Online.
- Permezz tas-sistema tal-ATMs tal-Bank of Valletta p.l.c. (depożitu u ġbid biss).

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

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

2.4 Ċekkijiet ta' banek oħra lokali, apparti l-Bank Ċentrali, jiġu meqjusa bħala kklerjati għall-finijiet tal-kalkolu tal-imġhax tlett (3) ijiem ta' xogħol tal-Bank, jew fi żmien ieħor skont kif regolat mill-Malta Clearing House, wara li jkunu ġew depożitati fil-Kont. Ċekkijiet tal-Bank li jkunu depożitati f'fergħa li mhijix l-istess waħda fejn ikun miżmum il-kont li fuq jkun miktub iċ-ċekk jiġu meqjusa bħala kklerjati għall-finijiet tal-kalkolu tal-imġhax jum wieħed (1) ta' xogħol tal-Bank wara li jkunu ġew depożitati fil-Kont. Bl-istess mod, fil-każ ta' ċekkijiet bankarji ta' banek barranin il-perijodu tal-ikklerjar ikun determinat skont il-prassi bankarja.

2.5 Fil-każ ta' Kont Bonanza ebda ġbid ma jkun permess sakemm id-Detentur tal-Kont ma jkunx ta' avviz lill-Bank tlett (3) ijiem ta' xogħol tal-Bank qabel ma jagħmel l-imsemmi ġbid. Jekk il-Kont Bonanza jkun denominat f'munita barra l-ewro, iż-żmien ta' avviz meħtieġ ikun ta' sebat (7) ijiem ta' xogħol tal-Bank.

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

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

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

3.2 Mingħajr preġudizzju għall-ġeneralità tad-dispożizzjonijiet tal-Klawsola 3.1 hawn fuq, iċ-ċirkostanzi meta l-Bank jista' jvarja dawn it-Termini u Kundizzjonijiet jinkludu:

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

3.3 Tibdiliet f'dawn it-Termini u Kundizzjonijiet jiġu kkomunikati lid-Detentur tal-Kont tal-anqas xahrejn (2) qabel ma jidhlu fis-seħħ. Jekk il-Bank ma jirċieva ebda oġġezzjoni bil-miktub minn għand id-Detentur tal-Kont, ikun prezunt li d-Detentur tal-Kont ikun aċċetta t-tibdiliet proposti u dawk it-tibdiliet jitqiesu li saru jiffirmaw parti minn dawn it-Termini u Kundizzjonijiet.

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

4. PROMOZZJONI TAL-PRODOTT:

4.1 Il-Bank jista' jipromwovi dan il-prodott b'mod selektiv u fid-diskrezzjoni tiegħu.

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

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

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

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

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

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

5.6 Skond il-leġislazzjoni dwar il-Protezzjoni tad-Data, id-Detentur tal-Kont jista' jitlob bil-miktub għal kopja ta' ċerta informazzjoni personali li ma tkunx giet ipproċessata b'konformità ma' dik il-leġislazzjoni.

5.7 Il-Bank jista' jimmonitorja jew jirreġistra t-telefonati bejn id-Detentur tal-Kont u l-Bank sabiex jassigura li l-istruzzjonijiet tad-Detentur tal-Kont ikunu eżegwiti bil-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' registrazzjoni bis-CCTV sew fil-bini tiegħu kemm madwaru.

5.8 Meta jikkunsidra l-applikazzjonijiet, il-Bank jista' juża metodi ta' punteġġ ta' kreditu. Jista' wkoll ifittex fir-Registru Elettorali jew jagħmel verifiki dwar l-identità. Jista' wkoll jitlob informazzjoni dwar id-Detentur tal-Kont 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-Kont. L-informazzjoni li jkollu l-Bank tintuża wkoll għall-analiżi statistika dwar kreditu, assigurazzjoni u frodi.

6. MGĦAX, DRITTIJET U TARIFFI:

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

6.2 It-tibdil li jsir fir-rati tal-imgħax jidhol fis-seħh fid-data li tkun speċifikata fil-pubblikazzjoni ta' dak it-tibdil.

7. KONTIJET MIŻMUMA F'ISMIJET KONGUNTI:

7.1 Sakemm il-Bank ma jirċevix avviż 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 dawn it-Termini u Kundizzjonijiet kollha.

7.2 Il-Bank jirriżerva d-dritt li jhallas u jnaqqas mill-Kont l-ammonti kollha li d-Detenturi tal-Kont Kongunt awtorizzati li jhaddmu l-Kont skont l-istruzzjonijiet tal-mandat rilevanti jorndaw, jew b'xi mod ieħor jawtorizzaw, lill-Bank biex iħallas. Dan japplika biss jekk il-Kont ikollu bilanċ ta' kreditu b'fondi kklerjati. Jekk il-Kont ma jkunx fih fondi kklerjati li jista' jiddisponi minnhom, il-Bank jirriżerva d-dritt li ma jeżegwix l-istruzzjonijiet tad-Detentur tal-Kont u mingħajr ma jagħtih avviż ta' dan.

7.3 Kull Detentur tal-Kont Kongunt huwa waħdu u flimkien mal-oħrajn responsabbli għal kull tranzazzjoni magħmula fil-Kont u għall-osservanza ta' dawn it-Termini u Kundizzjonijiet.

7.4 Meta jiffirma dawn it-Termini u Kundizzjonijiet kull wieħed mid-Detenturi tal-Kont Kongunt ikun qiegħed jaqbel illi, meta jintbagħtu Rendikonti u avviżi oħra mill-Bank, ma tkunx meħtieġa aktar minn kopja waħda (1) u li din tintbagħat fl-indirizz postali mogħti mid-Detenturi tal-Kont Kongunt.

8. DETENTURI TA' KONT LI MHUMIEX PERSUNI FIŻIĊI:

8.1 Meta d-Detentur tal-Kont ma jkunx persuna fiżika, il-Klawsoli 7.1 u 7.2 ikunu japplikaw. Dan iżda hekk li r-riferenza għad "Detenturi tal-Kont Kongunt" tiftiehem bħala referenza għall-firmatarji awtorizzati.

8.2 Id-dispożizzjonijiet l-oħra ta' dawn it-Termini u Kundizzjonijiet japplikaw bl-istess mod, hliel illi f'dan il-każ il-Fattur Lifeguard ma jkunx japplika.

9. IL-FATTUR LIFEGUARD:

9.1 Il-Fattur Lifeguard japplika biss sakemm id-Detentur tal-Kont ikollu eż ta' bejn tmintax (18) u sittin (60) sena (inklużi ż-żewġ etajiet) u fejn il-Kont ikun miżmum f'isem personali u ma jikkwalifikax bħala Kont Bonanza jew Kont tal-Iskema Minorenni. Fejn id-Detentur tal-Kont jibbenefika mill-Fattur Lifeguard, il-Kont ikun magħruf bħala "Kont Lifeguard".

9.2 Fl-eventwalità tal-mewt tad-Detentur tal-Kont, il-Bank jirdoppja l-bilanċ, sa massimu ta' €11,600, li jkun hemm bħala kreditu fil-Kont Lifeguard fid-data tal-mewt tad-Detentur tal-Kont, u jhallas dak l-ammont lill-eredi tal-mejjet. Il-flus tal-imsemmija somma jsir biss fl-ewro u jirrilaxxa lill-Bank mill-obbligi tiegħu. Fil-każ ta' Detenturi ta' Kont Kongunt, il-flus ikun pro rata għall-interess tal-mejjet fil-Kont Lifeguard u jkun soġġett għall-ammont massimu msemmi hawn fuq.

9.3 Il-Fattur Lifeguard japplika biss:

A. Fuq Kont wieħed (1) tad-Detentur tal-Kont, li jkun dak li fih l-ogħla bilanċ fid-data tal-mewt tiegħu.

B. Jekk il-Kont ikun ilu miftuħ għal aktar minn sitt (6) xhur qabel il-mewt tad-Detentur tal-Kont.

C. Jekk il-mewt tad-Detentur tal-Kont ma tkunx direttament jew indirettament, ir-riżultat ta':

I. Suwiċidju jew attentat ta' suwiċidju, sew jekk fi stat mentali san jew le. Jew

II. Gwerra, invażjoni, ostilità (sew jekk ikun hemm gwerra dikjarata jew le), gwerra ċivili, strajkijiet, irvellijiet jew kommożjoni ċivili. Jew

III. Kondizzjonijiet li għalihom id-Detentur tal-Kont kien qed jingħata kura fl-aħħar tmintax-il (18-il) xahar qabel mewtu.

9.4 Kull talba għall-flus li ssir mill-eredi tad-Detentur tal-Kont għandha titressaq u tiġi notifikata lill-Bank bil-miktub mhux aktar tard minn fimes (5) xhur mill-mewt tad-Detentur tal-Kont. Fin-nuqqas ta' dan, id-dritt għall-Fattur Lifeguard jintleif. Edda talba ma tiġi kkunsidrata jekk magħha ma jiġux provduti evidenza ta' prova u dokumenti relatati, inkluż certifikat tal-mewt, skond mal-Bank ikun jeħtieġ. Il-Bank jirriżerva d-dritt li jinvestiga u jstabilixxi l-kawża tal-mewt.

9.5 Mill-anqas sittin (60) jum iridu jithallew jgħaddu minn meta l-Bank ikun ingħata l-prova meħtieġa tal-mewt qabel ma l-Bank jiddikjara jekk it-talba tkunx se tiġi aċċettata jew le, u matul dak il-perijodu edda azzjoni ma titressaq kontra l-Bank in-konnessjoni ma' Kont Lifeguard. Tali azzjoni ma tistax titressaq wara li jgħaddu sentejn (2) minn meta kien ikollha tingħata bil-miktub il-prova tal-mewt.

9.6 Jekk tinqala' xi differenza jew tilwima bejn l-eredi tad-Detentur tal-Kont u l-Bank għar-rigward ta' xi talba jew xi materja jew obligazzjoni li tirriżulta, jew li allegatament tkun irriżultat, taħt dawn il-klawsoli jew b'xi mod ieħor konnessa direttament jew indirettament magħhom, il-pożizzjoni meħuda mill-Bank tipprevalli, sakemm il-Bank juri li ma jkunx aġixxa b' mod kapriċċuż jew mar kontra r-regoli tal-gustizzja jew l-ekwiżità.

10. KONT TAL-ISKEMA MINORENNI:

10.1 Kont tal-Iskema Minorenni huwa Kont miftuħ u miżmum taħt it-termini tal-"Iskema Speċjali għat-Tifdil f'Issem il-Minorenni" imwaqqfa mill-Gvern ta' Malta.

10.2 Kont tal-Iskema Minorenni jista' jinfetaħ, u d-depożiti fih jistgħu jsiru, minn wieħed jew aktar minn dawn li ġejjin:

A. Il-ġenituri jew kustodju legali għar-rigward tal-ulied, naturali jew adottati.

B. In-nanniet għar-rigward tan-neputijiet.

C. L-aħwa tal-ġenituri hekk kif indikati f(A) hawn fuq.

- 10.3 Id-depożitu minimu inizjali għandu jkun ta' €120 u t-total kumulattiv li jista' jiġi depożitat kull sena kalendarja fisem il-minorenni taħt it-tmintax-il (18-il) sena huwa ta' €2,329.37.
- 10.4 Ebda ammont ma' jista' jingibed minn Kont tal-Iskema Minorenni qabel ma l-minorenni jilhaq l-età ta' tmintax-il (18-il) sena jew il-Kont tal-Iskema Minorenni jkun ilu miftuħ għal iżjed minn ħames (5) snin mid-data tal-ewwel depożitu jekk il-minorenni kellu tlettax-il (13-il) sena jew iżjed f'dik id-data, skont liema jiġi l-ewwel. Kull għid mill-Kont li jkun irid isir qabel waħda minn dawn id-dati, għandu jkun sanzjonat mill-Qorti Ċivili (Sezzjoni tal-Gurisdizzjoni Volontarja), irrISPETTIVAMENT mill-ammont li jkun irid jingibed.
- 10.5 Ir-rata tal-imgħax pagabbli bħalissa hija f'fissata għal 1% p.a. fuq ir-rata tal-imgħax fuq it-tifdill, imma ma tkunx anqas minn 4% p.a., u tinħadem fuq il-bilanċ ta' kull jum. L-imgħax jiġdied awtomatikament mad-depożiti fl-aħħar ta' kull sena.
- 10.6 Id-depożiti u l-imgħax li jingemgħu fuqhom ikunu eżenti mit-taxxa fuq id-dħul, u mit-taxxi tad-donazzjoni u s-suċċessjoni.
- 10.7 Jista' jsir tibdil fil-Klawsola nru. 10 li ma jkunx jiddependi mill-Bank.

11. ĠENERALI:

11.1 Id-Detentur tal-Kont għandu jhallas it-tariffi, kummissjonijiet, drittijiet u mgħaxxijiet kollha dovuti in konnessjoni mal-Kont flimkien ma' kwalunkwe spejjeż li jista' jgarrab jew jimponi l-Bank kull meta d-Detentur tal-Kont jikser xi waħda minn dawn it-Termini u Kundizzjonijiet.

11.2 Il-Bank jista' jittrasferixxi d-drittijiet u / jew l-obbligi tiegħu kollha, jew waħda jew uħud minnhom, lil persuna li jidhirlu b'mod raġonevoli li tkun kapaci li twettaqhom. F'dak il-każ kull fejn dawn it-Termini u Kundizzjonijiet jirreferu għall-"Bank" għandu jittqies li jirreferu għal dik il-persuna li lilha jkunu ġew ittrasferiti dawk id-drittijiet u / jew obbligi. Id-Detentur tal-Kont ma jista' jċedi jew jittrasferixxi ebda wieħed mid-drittijiet u / jew obbligi li hu għandu taħt dawn it-Termini u Kundizzjonijiet.

11.3 Il-Bank jista' xi drabi, unikament fid-diskrezzjoni tiegħu u bla preġudizzju għal ebda wieħed mid-drittijiet tiegħu, akkwistat jew le:

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

Fejn il-Bank iżomm ruħu milli jeżerċita xi wieħed mid-drittijiet tiegħu, tali kondotta m'għandhiex titqies li tammonta għal rinunzja ta' dak id-dritt, li l-Bank jista' jibqgħa jeżerċitah fi kwalunkwe ħin kif permess mil-liġi.

11.4 Fejn id-Detentur tal-Kont jitolb lill-Bank biex jibgħat xi rendikont, kard u / jew xi dokument ieħor f'indirizz għall-ħsieb ta' haddieħor ("indirizz c/o"), huwa jassumi r-responsabbiltà sħiħa jekk jonqos li jircievi tali dokumenti u / jew jekk ikun hemm xi ksur ta' sigurtà.

11.5 Dawn it-Termini u Kundizzjonijiet jistgħu jiġu japplikaw ukoll għar-rigward ta' prodotti oħra li jista' joffri l-Bank u li jkollhom karatteristika ta' kont ta' tifdill.

11.6 Il-Bank ma jkunx responsabbli għal xi telf li jista' jkun ikkawżat lid-Detentur tal-Kont minħabba xi nuqqas jew dewmien riżultat ta' strajk, azzjoni industrijali, qtugħ fil-provvista tal-elettriku, waqfien ta' makkinarju, jew kwalunkwe kawża oħra li l-Bank ma jkollux raġonevolment kontroll fuqha jew kwalunkwe każ ta' force majeure.

11.7 Ilmenti għandhom isiru bil-fomm jew bil-miktub lill-manijer tal-fergħa rispettiva jew b'telefonata liċ-Centru 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, jieħu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Tintbagħat irċevuta għal kull ilment u d-Detentur tal-Kont jiġi mgħarraf bir-riżultat tal-istħarriġ. Fl-eventwalità li d-Detentur tal-Kont ma jkunx sodisfatt bir-riżultat tal-istħarriġ tal-Bank jista' jindirizza l-ilment tiegħu bil-miktub lill-Manijer għall-Ilmenti tal-Konsumatur, l-Awtorità għas-Servizzi Finanzjarji ta' Malta, Triq Notabile, Attard BKR 3000, Malta jew fuq consumerinfo@mfsa.com.mt.

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

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

- A. 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.
- B. Meta japplika permezz tal-APS 365 Online. F'dak il-każ, id-Detentur tal-Kont għandu jikkonferma li jkun qara, fehemi 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.

11.10 Dawn it-Termini u Kundizzjonijiet jaqgħu taħt il-Liġi Maltija u l-Partijiet jissottomettu għall-gurisdizzjoni esklussiva tal-Qrati tal-Gzejjer Maltin.

11.11 Il-Bank jirriżerva d-dritt li jagħmel kundizzjonijiet addizzjonali u / jew jemenda dawn it-Termini u Kundizzjonijiet (inklużi t-Tariffa tad-Drittijiet, it-Tabella tal-Ħinijiet tal-Qtugħ u t-Tabella tar-Rati tal-Imgħax), tkun xi tkun ir-raġuni. Jingħata żmien ta' avviż raġonevoli għal dan it-tibdil.

11.12 Il-Bank huwa soġġett għall-Iskema ta' Kumpens għad-Depożitanti mwaqqfa skont l-Avviz Legali Nru 369 tal-2003, kif emendata sussegwentement u mhaddma mill-Awtorità għas-Servizzi Finanzjarji ta' Malta. Bla ħsara għall-kundizzjonijiet imposti mill-imsemmi Avviz Legali, il-bilanċi fuq kontijiet denominati fl-Ewro jew f'xi munita oħra ta' xi stat taż-Zona Ekonomika Ewropea (ŻEE) miżmuma mal-Bank huma garantiti sa massimu ta' €100,000, jew l-ekwivalenti tagħhom fil-munita tal-ŻEE, għal kull persuna. Id-deċiżjoni dwar talbiet għall-kumpens hija f'idejn l-Awtorità għas-Servizzi Finanzjarji. Aktar informazzjoni dwar din l-Iskema tista' tinkiseb mis-siti elettronici www.compensationschemes.org.mt u www.mfsa.com.mt

12. TERMINI U KUNDIZZJONIJET ADDIZZJONALI:

12.1 Meta l-Kont jintuża mill-Bank biex jipprovidi servizzi oħra lid-Detentur tal-Kont, dawn it-Termini u Kundizzjonijiet għandhom jinqraw ħaġa waħda ma' kull fehim jew termini u kundizzjonijiet li jirregolaw is-servizzi addizzjonali provduti. B'mod partikulari d-Detentur tal-Kont għandu jkun jaf li l-Kont jidhori biex jittqies bħala kont ta' pagament u li japplikaw it-Termini u Kundizzjonijiet Ġenerali tad-Direttiva dwar is-Servizzi ta' Pagament, u li fejn hemm konflitt bejn dawk it-Termini u Kundizzjonijiet u dawn, huma d-dispożizzjonijiet ta' dik id-Direttiva li jipprevalu.

Jien / Aħna, hawn taħt iffirmat(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għal Kontijiet ta' Tifdill, 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 tipprovidi servizzi ta' pagament. Kopji tat-termini u kundizzjonijiet kollha jistgħu jinkisbu mill-fergħat u l-aġenziji tal-APS Bank Limited jew jistgħu jtniżżlu 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.