

SINGLE EURO PAYMENTS AREA (SEPA) CREDIT TRANSFERS TERMS AND CONDITIONS

These Terms and Conditions govern credit transfers made in Euro between accounts held with banks located within any of the EU Member States and Territories, European Free Trade Area and other countries namely San Marino and Vatican City, (refer Table 1) either when the Bank is the originator bank or the beneficiary bank.

It is important that the Customer 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:

- **“Acceptance Date”** means the date on which the Originator meets all the conditions required by law and/or the Bank to execute a Credit Transfer Instruction;
- **“Account”** means the account maintained by the Bank in the name of the Customer;
- **“Bank”** means APS Bank Limited, (C 2192) having its registered address at APS Centre, Tower Street, Birkirkara BKR 4012, Malta and all its assignees and successors in title;
- **“Bank Identifier Code (BIC)”** means an eight (8) or eleven (11) character code used to identify a bank in Credit Transaction Instructions;
- **“Bank Working Day”** means a day on which the Bank or the Originator / Beneficiary Bank is open for business;
- **“Beneficiary Bank”** means a bank taking part in the Scheme which is the recipient of a Credit Transfer Instruction from the Bank;
- **“Beneficiary”** means the end recipient of funds indicated in the Credit Transfer Instruction;
- **“Credit Transfer Instruction”** means an instruction given by the Originator to the Originator Bank to transfer funds from the Account held by the Originator to the Account held by the Beneficiary;
- **“Customer”** means the account holder in whose name the Bank maintains the Account and who is the Originator and / or Beneficiary of a Credit Transfer Instruction;
- **“Cut-Off Time”** means the time as published on www.apsbank.com.mt; 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.
- **“Execution Date”** means the date on which to execute the Credit Transfer Instruction. If the requested date is not a Bank Working Day, the Credit Transfer Instruction shall be executed on the next Bank Working Day;
- **“Execution Time”** means the number of days elapsing from the Acceptance Date until the date the Beneficiary’s account is credited;
- **“Interbank Settlement”** means the settlement of balances on accounts between the Originator Bank and Beneficiary Bank through the use of clearing and settlement mechanisms and/or intermediaries as described in and regulated by the Rulebook;
- **“International Bank Account Number (IBAN)”** means a set standard for bank account numbers that uniquely identifies a customer’s bank account held at any bank anywhere in the world. The IBAN consists of up to thirty one alphanumeric characters.
- **“Originator Bank”** means a bank which is taking part in the Scheme and proceeds to execute a Credit Transfer Instruction received from the Originator ;
- **“Originator”** means the initiator of a Credit Transfer Instruction;
- **“Reject”** means any instance where a Credit Transfer Instruction is not accepted for normal execution before Interbank Settlement;
- **“Return”** means any instance where a Credit Transfer Instruction is not executed after Interbank Settlement;
- **“Rulebook”** means the document containing a set of rules issued by the European Payments Council (EPC) in relation to the Scheme as may be amended from time to time;
- **“Scheme”** means the Single Euro Payments Area (SEPA) Credit Transfer Scheme.

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. Any capitalised term not defined herein shall have the same meaning assigned to it in the Rulebook.

PART A - OUTGOING SEPA CREDIT TRANSFERS

1. EXECUTION OF A CREDIT TRANSFER:

1.1 Subject to clause 1.2, hereunder, the Bank shall within two (2) Bank Working Days following the Acceptance Date debit the Account and send the Credit Transfer Instruction to the Beneficiary Bank.

1.2 The Customer may request an Execution Date which is more than three (3) days after the Acceptance Date. In such an event these Terms and Conditions shall apply accordingly, and the Acceptance Date shall be deemed to be three (3) days prior to the Execution Date. Where the requested Execution Date is not a Bank Working Day, the Bank shall execute the Credit Transfer Instruction on the next Bank Working Day.

1.3 On the Acceptance Date, the Customer shall provide the Bank with the necessary information including the information referred to in clause 2.1 hereunder, so as to enable it to execute the Credit Transfer Instruction in compliance with the Rulebook within the Cut-Off-Time as published on www.apsbank.com.mt. Any information so provided shall be accurate, consistent, and complete.

2. INFORMATION REQUIRED:

2.1 In order for the Bank to execute a Credit Transfer Instruction, the Customer must provide to the Bank the following:

- A. The IBAN of the Account to be debited;
- B. The amount to be remitted;
- C. The IBAN of the Beneficiary’s account;
- D. The name, address and country of the Beneficiary to whom funds are to be transferred;
- E. The BIC of the Beneficiary Bank to which funds are to be transferred;
- F. Any reference or remittance information which may allow the Beneficiary to identify why funds are being transferred to its account.

3. CURRENCY, AMOUNT & CHARGES:

3.1 Funds to be transferred in terms of a SEPA Credit Transfer Instruction shall be denominated in Euro at all times. Where the Account to be debited is held in a currency other than Euro, the relative total sum shall be converted in Euro at the applicable exchange rate on the Acceptance Date. Any charges which may be applicable as per Bank's Tariff of Charges published on www.apsbank.com.mt shall not be deducted from the amount to be transferred but shall be debited to the Account.

3.2 In the event that the Beneficiary's account is in a currency other than Euro, the Beneficiary Bank shall convert the amount transferred into the currency of the Beneficiary's account in accordance with its agreement with the Beneficiary. Charges may be applied by the Beneficiary Bank and these shall be deducted as agreed with the Beneficiary.

4. REJECT OR RETURN:

4.1 A Credit Transfer Instruction may be Rejected by the Bank or during Interbank Settlement for any of the reasons stated in the Rulebook, including but not limited to any one of the following:

- A. The Operation/Transaction code is incorrect;
- B. The file format is invalid;
- C. The BIC or IBAN are incorrect;
- D. The file was received after the Cut-Off-Time;
- E. For any other valid reason whatsoever.

4.2 A Credit Transfer Instruction may be Returned by a Beneficiary Bank prior to execution for any of the reasons stated in the Rulebook, including without prejudice to the generality of the above or any one of the following:

- A. The Beneficiary's IBAN is invalid;
- B. The Account is closed;
- C. The Credit Transfer to the type of account held by the Beneficiary is forbidden;
- D. The Beneficiary's account address is invalid;
- E. The Beneficiary account is blocked for any regulatory reason;
- F. The Beneficiary is deceased;
- G. By order of the Beneficiary.

4.3 Both in the event of a Reject or of a Return, the Bank shall notify the Customer of the reasons for such Rejection or Return if any has been provided and credit the Account with the amount of the Credit Transfer Instruction within reasonable time and by such means as the Bank considers appropriate.

5. TRANSACTION REFERENCE:

5.1 Where the Customer wishes to have a reference code for the Credit Transfer Instruction, the Customer must supply an Originator's Reference on the Credit Transfer Instruction. The internal structure of such reference code must be defined by the Customer. The Customer may request the Bank to return the Customer's reference code for the Credit Transfer Instruction in order to identify a SEPA Credit Transfer. No other referencing information shall be provided for the said purpose.

PART B - INCOMING SEPA CREDIT TRANSFERS

6. EXECUTION OF A CREDIT TRANSFER:

6.1 Without prejudice to the provisions of clause 8 hereunder, when a Credit Transfer Instruction has been received by the Bank within the Cut-Off-Time Table as published on www.apsbank.com.mt, the Account shall be credited and the amount of the Credit Transfer Instruction made available to the Customer within one (1) Bank Working Day. The Bank shall inform the Customer that its Account has been so credited.

7. DELAYS FOR EXECUTION:

7.1 Execution of a Credit Transfer Instruction may be delayed if the Bank becomes aware of a discrepancy between the Customer's IBAN and name provided by the Originator Bank or for any other reason

7.2 Should the Originator Bank choose to repair and re-send the Credit Transfer Instruction to the Bank, according to the Rulebook, such repaired Credit Transfer Instruction shall be deemed to be a new Credit Transfer Instruction and for the purposes of this clause the new date of receipt of fresh instructions shall be interpreted accordingly.

8. CURRENCY, AMOUNT & CHARGES:

8.1 Funds received in terms of a Credit Transfer Instruction shall be denominated in Euro at all times. Where the Account to be credited is held in a currency other than Euro, the relative sum shall be converted into the currency of the Account at the applicable exchange rate on the credit day. Where any charges, fees or commissions are applicable in terms of the Bank's Tariff of Charges as published on www.apsbank.com.mt, these shall be deducted separately from the amount received and the net amount credited to the Beneficiary's Account.

9. REJECT OR RETURN:

9.1 The Bank may return a Credit Transfer Instruction prior to execution for any of the reasons stated in the Rulebook including, without prejudice to the generality of the above, for any reason detailed in clauses 4.1 and 4.2 above.

9.2 Where the Bank proceeds to return a Credit Transfer Instruction in terms of clause 9.1 above, the Credit Transfer Instruction shall be sent back to the Originator Bank within reasonable time, advising the reason why the said instruction cannot be executed.

9.3 The Bank shall at its sole discretion retain the right to treat any Credit Transfer Instruction which does not fulfil the requirements of the Rulebook as falling outside the Scheme or decline to process the instruction by issuing a Return.

10. REMITTANCE INFORMATION:

10.1 Save as may be otherwise provided by law, the Bank shall make available to the Customer:

- A. The IBAN of the Account credited with the funds received by the Bank;
- B. The amount of the funds received in Euro;
- C. The name, address and country of the Originator who transferred the funds;
- D. Any reference or remittance information which may allow the Customer to identify why funds are being transferred to his Account.

PART C - APPLICABLE TO BOTH OUTGOING & INCOMING SEPA CREDIT TRANSFERS

11. DATA PROTECTION:

11.1 The Bank will treat all Customer's personal information that is necessary for the execution of a Credit Transfer Instruction as private and confidential, even when he is no longer a customer and nothing about the Customer's relationship with the Bank or his name and address will be disclosed to anyone, except with the Customer's consent or if required by law. In particular personal data in relation to transactions effected via the worldwide payment messaging service SWIFT (Society for Worldwide Interbank Financial Telecommunications) may be required to be disclosed to the United States Authorities in order to comply with legal requirements applicable in the United States.

11.2 Information about the Customer may be put onto the Bank's database and used, analysed and assessed by the Bank to provide the Customer with a better service. Apart from the Bank, this information, including the nature of the Customer'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.

11.3 The Bank aims to keep the Customer's information up to date. The Bank may use third parties to process information on its behalf and in all processing of information, the Customer'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.

11.4 The Bank may also disclose information about the Customer to any person to whom the Bank transfers its rights and obligations under these General Terms and Conditions. In particular all remittance data supplied by the Customer in the Credit Transfer Instruction shall be so forwarded to third parties in full and without alteration in the course of Interbank Settlement.

11.5 If the Customer 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.

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

11.7 The Bank may monitor or record the Customer'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.

12. GENERAL:

12.1 The application of clause 1 and clause 6 here above shall be dependent on all relative conditions imposed by the Bank being fulfilled. The Bank retains the right to delay execution of the Credit Transfer Instruction for any reason it deems fit, including reasons arising from compliance with its legal obligations.

12.2 The Customer is to pay all charges, fees, commissions and interest chargeable in connection with the Credit Transfer Instructions together with any costs that the Bank may incur and impose whenever the Customer breaches any of these Terms and Conditions.

12.3 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 causes beyond the Bank's reasonable control and any instance of force majeure.

12.4 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 Customer may not assign or transfer any of his rights and / or obligations under these Terms and Conditions.

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

12.6 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.

12.7 The Customer may communicate with the Bank either in Maltese or English while the Bank's preferred language for communicating with the Customer shall be English.

12.8 It is understood that in the event that legal requirements (including, without prejudice to the generality of the above, verifications in view of risks of money laundering and terrorist financing) have not, in our opinion, been fulfilled, or if, in our opinion legal constraints exist, the above Execution Time shall not apply and all steps necessary for compliance with the Law shall be taken.

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

- A. Allow the Customer extra time to comply with his obligations.
- B. Decide not to exercise any or all of its rights.
- 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.

12.10 The Customer 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 Customer 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.

12.11 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.

13. ADDITIONAL TERMS AND CONDITIONS:

13.1 These Terms and Conditions should be read in conjunction with any other applicable agreement or terms and conditions. In particular the Customer should be aware that Credit Transfers fall to be considered as a payment service and that the Payment Services Directive – General Terms and Conditions are applicable, with the provisions of the latter superseding any conflicting clauses contained herein.

Table 1

Classification	Country name
EU Member States - €uro Zone	Austria, Belgium, Cyprus, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, Slovakia, Slovenia, Spain
EU Member States - Non €uro	Bulgaria, Czech Republic, Denmark, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Sweden, United Kingdom
European Free Trade Area EEA Member & Non EU – Non €uro	Iceland, Liechtenstein, Norway
European Free Trade Area Non EU & Non EEA	Switzerland
Non EU Member States but uses €uro by agreement with the EU	Vatican City, San Marino
Territories of EU Member States - €uro [Treaty of Rome]	Martinique, Guadelupe, French Guiana, Reunion, Gibraltar, Azores, Madeira, Canary Islands, Ceuta and Melilla, Aland Islands

** 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 SEPA Credit Transfers – 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-
TRASFERIMENTI TA' KREDITU
FIŻ-ŻONA UNIKA GĦALL-PAGAMENTI BL-EWRO (SEPA)
(CREDIT TRANSFERS FOR EURO SEPA PAYMENT ZONE)

Dawn it-Termini u Kundizzjonijiet jirregolaw it-trasferimenti ta' kreditu magħmulin fl-ewro bejn kontijiet miżmuma ma' banek li jinstabu f'xi wieħed mill-Istati Membri tal-UE jew Territorji tagħhom, fiż-Żona Ewropea ta' Kummerċ Fieles u f'pajjiżi oħra jiġifieri San Marino u l-Belt tal-Vatikan (ara t-Tabella Nru. 1) sew jekk il-Bank ikun il-bank oriġinatur kif ukoll dak benefiċjarju.

Huwa importanti li l-Klijent 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 lillhom hawn taħt:

- **"Bank"** tfisser l-APS Bank Limited, (C 2192) li għandu l-uffiċċju registat f'APS Centre, Triq it-Torri, Birkirkara BKR 4012, Malta u ċ-ċessjonarji u s-suċċessuri kollha tiegħu b'titlu;
- **"Bank Benefiċjarju"** tfisser bank li qed jippartecipa fl-Iskema li hu d-destinatarju ta' Istruzzjoni ta' Trasferiment ta' Kreditu mill-Bank;
- **"Bank Oriġinatur"** tfisser bank li qed jippartecipa fl-Iskema li jipproċedi biex jeżegwixxi Istruzzjoni ta' Trasferiment ta' Kreditu li jkun irċieva minn għand l-Originatur;
- **"Benefiċjarju"** tfisser id-destinatarju finali tal-fondi indikati fl-Istruzzjoni ta' Trasferiment ta' Kreditu;
- **"Data tal-Aċċettazzjoni"** tfisser id-data li fiha l-Originatur iwettaq il-kundizzjonijiet kollha meħtieġa mil-liġi u / jew mill-Bank biex tiġi eżegwita Istruzzjoni ta' Trasferiment ta' Kreditu;
- **"Data tal-Eżekuzzjoni"** tfisser id-data għall-eżekuzzjoni tal-Istruzzjoni ta' Trasferiment ta' Kreditu. Jekk id-data speċifikata ma tkunx Jum ta' Xogħol tal-Bank, l-Istruzzjoni ta' Trasferiment ta' Kreditu tiġi eżegwita fil-Jum ta' Xogħol tal-Bank li jkun imiss;
- **"Hin tal-Eżekuzzjoni"** tfisser in-numru ta' jiem li jgħaddu mid-Data tal-Aċċettazzjoni sad-data meta l-kont tal-Benefiċjarju jiġi kkreditat;
- **"Hin tal-Qtugh"** tfisser il-hin, kif ippubblikat fuq is-sit elettroniku www.apsbank.com.mt, sa meta r-rewżiti neċessarji stabili mil-liġi u / jew mill-Bank iridu jkunu twestqu sabiex l-Istruzzjoni ta' Trasferiment ta' Kreditu tkun meqjusa bħala li ġiet aċċettata mill-Bank f'data partikolari;
- **"Istruzzjoni ta' Trasferiment ta' Kreditu"** tfisser istruzzjoni mogħtija mill-Originatur lill-Bank Oriġinatur biex jittrasferixxi fondi mill-Kont miżmum mill-Originatur għall-Kont miżmum mill-Benefiċjarju;
- **"Jum ta' Xogħol tal-Bank"** tfisser jum li fih il-Bank jew il-Bank Oriġinatur jew il-Bank Benefiċjarju ikun miftuħ għax-xogħol;
- **"Kodiċi ta' Identifikazzjoni tal-Bank (BIC)"** tfisser kodiċi ta' tmien (8) jew hdx-il (11-il) karattru wżat biex jidentifika bank f'Istruzzjoni ta' Trasferiment ta' Kreditu;
- **"Kont"** tfisser il-kont miżmum mill-Bank f'isem il-Klijent;
- **"Klijent"** tfisser id-detentur tal-kont li f'ismu huwa miżmum il-Kont mill-Bank u li hu l-Originatur u / jew il-Benefiċjarju ta' Istruzzjoni ta' Trasferiment ta' Kreditu;
- **"Ktieb tar-Regoli"** tfisser id-dokument li jiġbor fih sett ta' regoli maħruġin mill-Kunsill Ewropew tal-Pagamenti (EPC) għar-rigward tal-Iskema, hekk kif jista' jiġi emendat minn żmien għal żmien;
- **"Numru Internazzjonali tal-Kont tal-Bank (IBAN)"** tfisser numru uniku li jidentifika kont bankarju internazzjonalment. Dan in-numru huwa magħmul minn massimu ta' wieħed u tletin cifra numerika u alfabetika;
- **"Originatur"** tfisser dak li jibda Istruzzjoni ta' Trasferiment ta' Kreditu;
- **"Rifjut"** tfisser kull każ fejn Istruzzjoni ta' Trasferiment ta' Kreditu ma tkunx aċċettata għall-eżekuzzjoni normali qabel is-Saldu Interbankarju;
- **"Ritorn"** tfisser kull każ fejn Istruzzjoni ta' Trasferiment ta' Kreditu ma tkunx eżegwita wara s-Saldu Interbankarju;
- **"Saldu Interbankarju"** tfisser is-saldu ta' bilanċi fuq il-kont bejn il-Bank Oriġinatur u l-Bank Benefiċjarju bl-użu ta' mekkanizmi ta' kkljar u saldu u / jew ta' intermedjarji skont id-deskrizzjoni u r-regoli li hemm fil-Ktieb tar-Regoli;
- **"Skema"** tfisser l-Iskema għat-Trasferimenti ta' Kreditu fiż-Żona Unika għall-Pagamenti bl-Ewro (SEPA).

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. Kull terminu b'ittra kapitali li mhuwex definit hawnhekk għandu l-istess tifsira mogħtija lillu fil-Ktieb tar-Regoli.

TAQSIMA A – TRASFERIMENTI TA' KREDITU 'L BARRA FIS-SEPA

1. L-EŻEKUZZJONI TA' TRASFERIMENT TA' KREDITU:

1.1 Bir-riżerva tad-dispożizzjoni tal-Klawsola 1.2 hawn taħt, il-Bank jiddebita l-Kont u jibgħat l-Istruzzjoni ta' Trasferiment ta' Kreditu lill-Bank Benefiċjarju fi żmien Jumejn (2) ta' Xogħol tal-Bank wara d-Data tal-Aċċettazzjoni.

1.2 Il-Klijent jista' jitolb Data tal-Eżekuzzjoni li tkun aktar minn tlett (3) ijiem wara d-Data tal-Aċċettazzjoni. F'eventwalità bħal dik, dawn it-Termini u Kundizzjonijiet japplikaw skont il-każ, u d-data tal-Aċċettazzjoni titqies li tkun tlett (3) ijiem qabel id-Data tal-Eżekuzzjoni. Meta d-Data mitluba tal-Eżekuzzjoni ma tkunx Jum ta' Xogħol tal-Bank, il-Bank jeżegwixxi l-Istruzzjoni ta' Trasferiment ta' Kreditu fil-Jum ta' Xogħol tal-Bank li jkun imiss.

1.3 Fid-Data tal-Aċċettazzjoni l-Klijent għandu jipprovdi l-Bank bl-informazzjoni meħtieġa, inkluża l-informazzjoni li għaliha tirreferi l-Klawsola 2.1 hawn taħt, sabiex il-Bank ikun jista' jeżegwixxi l-Istruzzjoni ta' Trasferiment ta' Kreditu b'konformità mal-Ktieb tar-Regoli u qabel il-Hin tal-Qtugh kif ippubblikat fuq is-sit elettroniku www.apsbank.com.mt. Kull informazzjoni hekk mogħtija għandha tkun korretta, konsistenti u sħiħa.

2. L-INFORMAZZJONI MEĦTIEĠA:

- 2.1 Biex il-Bank ikun jista' jeżegwixxi l-Istruzzjoni ta' Trasferiment ta' Kreditu, il-Klijent għandu jipprovdi lill-Bank b'dan li ġejj:
- G. L-IBAN tal-Kont li għandu jiġi debitat;
 - H. L-ammont li għandu jintbagħat;

- I. L-IBAN tal-Kont tal-Benefiċjarju;
- J. L-isem, l-indirizz u l-pajjiż tal-Benefiċjarju li lilu jkunu se jiġu ttrasferiti l-fondi;
- K. Il-BIC tal-Bank Benefiċjarju li lilu jkunu se jiġu ttrasferiti l-fondi;
- L. Xi referenza jew informazzjoni oħra dwar it-trasferiment li minnha l-Benefiċjarju jkun jista' jidentifika r-raġuni l-għala l-fondi jkunu qed jiġu ttrasferiti fil-kont tiegħu.

3. IL-MUNITA, L-AMMONT U D-DRITTIJET:

3.1 Il-fondi li jkunu se jiġu ttrasferiti skont Istruzzjoni ta' Trasferiment ta' Kreditu għandhom dejjem ikunu denominati fl-ewro. Fejn il-Kont li jkun se jiġi debitat ikun f'munita li mhijiex l-ewro, is-somma totali rilevanti tinqaleb fl-ewro bir-rata tal-kambju li tkun tapplika fid-Data tal-Aċċettazzjoni. Kull dritt li jista' jkun dovut skont it-Tabella tat-Tariffi tal-Bank ippubblikata fuq is-sit elettroniku www.apsbank.com.mt ma jitnaqqasx mill-ammont li jkun se jiġi ttrasferit imma jkun imnaqqas mill-Kont.

3.2 Fil-każ li l-Kont tal-Benefiċjarju jkun f'munita li mhijiex l-ewro, il-Bank Benefiċjarju jaqleb l-ammont trasferit fil-munita tal-Kont tal-Benefiċjarju skont il-ftehim li jkollu mal-Benefiċjarju. Jistgħu jittieħdu xi drittijiet mill-Bank Benefiċjarju, illi jitnaqqsu skont kif mittiehem mal-Benefiċjarju.

4. IR-RIFJUT U R-RITORN:

4.1 Jista' jkun hemm Rifjut tal-Istruzzjoni ta' Trasferiment ta' Kreditu mill-Bank jew waqt is-Saldu Interbankarju għal kwalunkwe waħda mir-raġunijiet imniżżla fil-Ktieb tar-Regoli, li jinkludu imma mhumiex limitati għal dawn li ġejjin:

- F. Il-kodiċi tal-Operazzjoni jew tat-Tranzazzjoni huwa żbaljat;
- G. Il-format tal-fajl huwa invalidu;
- H. Il-BIC jew l-IBAN huwa żbaljat;
- I. Il-fajl jasal wara l-Fin tal-Qtugh;
- J. Xi raġuni oħra valida, hi x'inh.

4.2 Jista' jkun hemm Ritorn tal-Istruzzjoni ta' Trasferiment ta' Kreditu mill-Bank Benefiċjarju, qabel ma tiġi eżegwita, għal kwalunkwe waħda mir-raġunijiet imniżżla fil-Ktieb tar-Regoli, li jinkludu, mingħajr preġudizzju għal dak li ntqal hawn fuq, dawn li ġejjin:

- H. L-IBAN tal-Benefiċjarju huwa invalidu;
- I. Il-Kont huwa magħluq;
- J. Ma jistax isir Trasferiment ta' Kreditu għat-tip ta' kont miżmum mill-Benefiċjarju;
- K. L-indirizz tal-kont tal-Benefiċjarju huwa invalidu;
- L. Il-kont tal-Benefiċjarju huwa bblokkat għal xi raġuni regolatorja;
- M. Il-Benefiċjarju huwa mejjet;
- N. Fuq ordni tal-Benefiċjarju.

4.3 Sew fil-każ ta' Rifjut kemm f'dak ta' Ritorn, il-Bank jgħarrarf lill-Klijent bir-raġunijiet għar-Rifjut jew Ritorn, jekk dawn ikunu ngħataw, u jikkredita l-Kont bl-ammont tal-Istruzzjoni ta' Trasferiment ta' Kreditu fi żmien raġonevoli u bil-mezzi li l-Bank jidherli adattati.

5. IR-REFERENZA TAT-TRANŻAZZJONI:

5.1 Fejn il-Klijent ikun jixtieq ikollu kodiċi ta' referenza għall-Istruzzjoni ta' Trasferiment ta' Kreditu, il-Klijent għandu jipprovdi Referenza tal-Originatur fuq l-Istruzzjoni ta' Trasferiment ta' Kreditu. L-istruttura interna ta' dan il-kodiċi ta' referenza għandha tiġi definita mill-Klijent. Il-Klijent jista' jitlob lill-Bank biex jagħtih lura l-kodiċi tar-referenza tal-Klijent għal dik l-Istruzzjoni ta' Trasferiment ta' Kreditu biex ikun jista' jidentifika Trasferiment ta' Kreditu fis-SEPA. Ma tingħata ebda informazzjoni oħra ta' referenza għal dan il-għan.

TAQSIMA B – TRASFERIMENTI TA' KREDITU 'L ĠEWWA FIS-SEPA

6. L-EŻEKUZZJONI TA' TRASFERIMENT TA' KREDITU:

6.1 Mingħajr preġudizzju għad-dispożizzjonijiet tal-Klawsola 8 hawn taħt, meta tasal Istruzzjoni ta' Trasferiment ta' Kreditu għand il-Bank sal-finiġiet stipulati fit-Tabella tal-Finijiet tal-Qtugh kif ippubblikata fuq is-sit elettroniku www.apsbank.com.mt, il-Kont jiġi kkreditat u l-ammont fl-Istruzzjoni ta' Trasferiment ta' Kreditu jkun għad-dispożizzjoni tal-Klijent fi żmien Jum wieħed (1) ta' Xogħol tal-Bank. Il-Bank javża lill-Klijent b'tali kreditu fil-Kont.

7. DEWMEN FL-EŻEKUZZJONI:

7.1 Jista' jkun hemm dewmien fl-eżekuzzjoni tal-Istruzzjoni ta' Trasferiment ta' Kreditu jekk il-Bank jintebaħ b'xi diskrepanza bejn l-IBAN tal-Klijent u l-isem ipprovdut mill-Bank Originatur, jew għal kwalunkwe raġuni oħra.

7.2 Jekk il-Bank Originatur jagħżel li jsewwi l-Istruzzjoni ta' Trasferiment ta' Kreditu u jerga' jibgħatha lill-Bank, b'konformità mal-Ktieb tar-Regoli, dik l-Istruzzjoni ta' Trasferiment ta' Kreditu msewwija titqies bħala Istruzzjoni ta' Trasferiment ta' Kreditu għada, u għall-finijiet ta' din il-klawsola d-data l-għada ta' meta jkunu waslu l-istruzzjonijiet il-għada tiġi interpretata b'dak il-mod.

8. IL-MUNITA, L-AMMONT U D-DRITTIJET:

8.1 Il-fondi riċevuti skont Istruzzjoni ta' Trasferiment ta' Kreditu għandhom dejjem ikunu denominati fl-ewro. Fejn il-Kont li jkun se jiġi kkreditat ikun f'munita li mhijiex l-ewro, is-somma rilevanti tinqaleb fil-munita tal-Kont bir-rata tal-kambju li tkun tapplika fil-jum tal-kreditu. Jekk ikun hemm xi drittijiet, tariffi jew kummissjonijiet dovuti skont it-Tabella tat-Tariffi tal-Bank ippubblikata fuq is-sit elettroniku www.apsbank.com.mt, dawn jitnaqqsu separatament mill-ammont riċevut u l-ammont nett jiġi kkreditat fil-Kont tal-Benefiċjarju.

9. IR-RIFJUT U R-RITORN:

9.1 Jista' jsir Ritorn mill-Bank ta' Istruzzjoni ta' Trasferiment ta' Kreditu, qabel ma din tiġi eżegwita, għal kwalunkwe waħda mir-raġunijiet imniżżla fil-Ktieb tar-Regoli, inkluzi, mingħajr preġudizzju għall-generalità ta' dak li ntqal hawn fuq, ir-raġunijiet kollha msemmija fil-klawsoli 4.1 u 4.2 hawn fuq.

9.2 Meta jsir Ritorn mill-Bank ta' Istruzzjoni ta' Trasferiment ta' Kreditu kif imfisser fil-klawsola 9.1 hawn fuq, l-Istruzzjoni ta' Trasferiment ta' Kreditu tintbagħat lura lill-Bank Originatur fi żmien raġonevoli, u tingħata r-raġuni għaliex dik l-Istruzzjoni ma setgħetx tiġi eżegwita.

9.3 Il-Bank jirriżerva d-dritt, unikament fid-diskrezzjoni tiegħu, li jitratta kull Istruzzjoni ta' Trasferiment ta' Kreditu li ma tissodisfax ir-rekwiżiti tal-Ktieb tar-Regoli bħala waħda li taqa' barra mill-Iskema, jew li jirrifjuta li jipproċessa l-istruzzjoni billi jagħmel Ritorn.

10. INFORMAZZJONI DWAR IT-TRASFERIMENT RIĊEVUT:

10.1 Bla ħsara għal kull provvediment ieħor li jista' jkun hemm fil-liġi, il-Bank jagħti lill-Klijent din l-informazzjoni:

- E. L-IBAN tal-Kont ikkreditat bil-fondi li jkun irċieva l-Bank;
- F. L-ammont fl-ewro tal-fondi li rċieva;
- G. L-isem, l-indirizz u l-pajjiż tal-Originatur li jkun ittrasferixxa l-fondi;

- H. Xi referenza jew informazzjoni oħra dwar it-trasferiment li minnha l-Klijent ikun jista' jidentifika r-raġuni l-għala l-fondi jkunu qed jiġu ttrasferiti fil-Kont tiegħu.

TAQSIMA Ċ – TAPPLIKA GĦAL TRASFERIMENTI TA' KREDITU SEW 'IL ĠEWWA KEMM 'IL BARRA FIS-SEPA

11. IL-PROTEZZJONI TAD-DATA:

11.1 Il-Bank jitratta l-informazzjoni personali kollha dwar il-Klijent li tkun meħtieġa għall-eżekuzzjoni tal-Istruzzjoni ta' Trasferiment ta' Kreditu bħala privata u kunfidenzjali, anke meta ma jibqax aktar klijent, u ma jiżvela lil hadd ebda informazzjoni dwar ir-relazzjoni tal-Klijent mal-Bank, jew ismu jew l-indirizz tiegħu, jekk mhux bil-kunsens tal-Klijent jew għax meħtieġ mil-liġi. B'mod partikolari, jista' jkun meħtieġ li data personali li jkollha x'taqsam ma' tranzazzjonijiet mgħoddja permezz tas-servizz dinji għall-messaġġi ta' pagament SWIFT (Society for Worldwide Interbank Financial Telecommunications) jiġu żvelati lill-Awtoritajiet tal-Istati Uniti biex jiġu osservati ċerti rekwiżiti li japplikaw skont il-liġi tal-Istati Uniti.

11.2 L-informazzjoni dwar il-Klijent tista' titqiegħed fuq id-database tal-Bank u tkun użata, analizzata u evalwata mill-Bank biex ikun jista' jagħti servizz aħjar lill-Klijent. Barra l-Bank, din l-informazzjoni, inkluża n-natura tat-tranzazzjonijiet tal-Klijent, tkun żvelata lil terzi persuni sabiex il-Klijent 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.

11.3 Il-Bank ifittex li jzomm l-informazzjoni dwar il-Klijent aġġornata. Il-Bank jista' juża lil terzi persuni biex jipproċessaw informazzjoni f'ismu, u fl-ipproċessar kollu tagħha l-informazzjoni dwar il-Klijent tkun protetta skont kodici stretti ta' segretezza u sigurtà li għalihom il-Bank, l-impjegati kollha tiegħu u t-terzi persuni jkunu soġġetti, u tkun użata biss skont l-istruzzjonijiet mogħtija mill-Bank.

11.4 Il-Bank jista' wkoll jiżvela informazzjoni dwar il-Klijent lil kull persuna li lilha l-Bank jittrasferixxi d-drittijiet u l-obbligi tiegħu taħt dawn it-Termini u Kundizzjonijiet Generali. B'mod partikolari, l-informazzjoni kollha tat-trasferiment mogħtija mill-Klijent fl-Istruzzjoni ta' Trasferiment ta' Kreditu tintbagħat s'ha kif tkun u mingħajr alterazzjoni lil terzi persuni fil-kors tas-Saldu Interbankarju.

11.5 Jekk il-Klijent ma jkunx jixtieq li jiġi kkuntattjat għall-finijiet ta' marketing hu għandu javża lill-Bank b'dan bil-miktub, u sakemm il-Bank ma jirrevidi tali oġġezzjoni bil-miktub il-Klijent jidher li jkun awtorizza lill-Bank biex jinformat, bit-telefon, bil-posta jew b'mezzi oħra, dwar servizzi u prodotti li jistgħu jinteressawh.

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

11.7 Il-Bank jista' jimmonitorja jew jirreġistra t-telefonati bejn il-Klijent u l-Bank sabiex jassigura li l-istruzzjonijiet tal-Klijent ikunu eżegwiti bil-preciz, ikun jista' aħjar jitejjeb kontinwament is-servizzi tiegħu u jtejjeb is-sigurtà. Fl-interess tas-sigurtà l-Bank jista' jagħmel użu minn apparat ta' reġistrazzjoni bis-CCTV sew fil-bini tiegħu kemm madwaru.

12. ĠENERALI:

12.1 L-applikazzjoni tal-klawsola 1 u tal-klawsola 6 hawn fuq tkun tiddependi fuq it-tweġġ tal-kundizzjonijiet kollha rilevanti imposti mill-Bank. Il-Bank jirrizerva d-dritt li jipposponi l-eżekuzzjoni tal-Istruzzjoni ta' Trasferiment ta' Kreditu għal kwalunkwe raġuni li tidherli valida, inklużi raġunijiet li għandhom x'jaqsmu mal-osservanza tal-obbligi legali tiegħu.

12.2 Il-Klijent għandu jhallas id-drittijiet, tariffi, kummissjonijiet u mgħaxxijiet kollha dovuti in konnessjoni mal-Istruzzjonijiet ta' Trasferiment ta' Kreditu flimkien mal-ispejjeż kollha li l-Bank jista' jgarrab jew jimponi kull meta l-Klijent jikser xi wieħed minn dawn it-Termini u Kundizzjonijiet.

12.3 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.

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

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

12.6 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, jiehu 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, H'Attard BKR 3000, Malta jew fuq consumerinfo@mfsa.com.mt.

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

12.8 Huwa miftiehem li fil-każ li, fl-opinjoni tagħna, ikun hemm xi rekwiżiti legali (inklużi, mingħajr preġudizzju għal dak li ntqal hawn fuq, verifika marbuta mar-riskju ta' hasil ta' flus jew ta' finanzjament tat-terroriżmu) li ma jkunux ġew imwettqa, jew jekk, fl-opinjoni tagħna, jeżistu xi restrizzjonijiet legali, il-Ħin tal-Eżekuzzjoni msemmi hawn fuq ma jkunx japplika, u jittieħdu l-passi kollha meħtieġa biex il-Liġi tiġi osservata.

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

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

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

12.10 Dawn it-Termini u Kundizzjonijiet jorbtu lill-Klijent sew f'wieħed kemm fl-ieħor minn dawn iż-żewġ każi:

- Meta japplika personalment f'xi waħda mill-fergħat jew aġenziji tal-Bank. F'dak il-każ l-applikant jista' jintalab jiffirma kopja stampata ta' dawn it-Termini u Kundizzjonijiet biex tinzamm mill-Bank.
- Meta japplika permezz tal-APS 365 Online. F'dak il-każ, il-Klijent għandu jikkonferma li jkun qara, fehem u aċċetta dawn it-Termini u Kundizzjonijiet, anke jekk dawn ikunu biss ipprovduti f'forma elettronika. Minkejja dan, huwa rakkomandat li dawn it-Termini u Kundizzjonijiet jiġu stampati u merfugħa bħala referenza għall-quddiem.

12.11 Il-Bank jirrizerva 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.

13. TERMINI U KUNDIZZJONIJIET ADDIZZJONALI:

13.1 Dawn it-Termini u Kundizzjonijiet għandhom jinqraw haġa waħda ma' kull ftehim jew termini u kundizzjonijiet oħra li japplikaw. B'mod partikulari l-Klijent għandu jkun jaf li t-Trasferimenti ta' Kreditu jidhlu biex jitqiesu bħala servizz ta' pagament u li japplikaw it-Termini u Kundizzjonijiet Generali 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 iffirmit(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għal Trasferimenti ta' Kreditu fiż-Żona Unika għall-Pagamenti bl-Ewro (SEPA), 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 tipprovd i servizzi ta' pagament. Kopji tat-termini u kundizzjonijiet kollha jistgħu jinkisbu mill-fergħat u l-aġenziji tal-APS Bank Limited jew jistgħu jitniżżlu mis-sit elettroniku www.apsbank.com.mt.

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

Tabella Nru. 1

Klassifikazzjoni	Pajjiżi
Stati Membri tal-UE – Zona €wro	Awstrija, Belġju, Ċipru, Finlandja, Franza, Ġermanja, Greċja, Irlanda, Italja, Lussemburgu, Malta, Olanda, Portugall, Slovakkja, Slovenja, Spanja
Stati Membri tal-UE – barra iż-Zona €wro	Bulgarija, Danimarka, Estonja, Latvja, Litwanja, Polonja, Renju Unit, Repubblika Ċeka, Rumanija, Svezja, Ungerija
Stati barra l-UE: Zona Ewropea ta' Kummerċ Fieles, Zona Ekonomika Ewropea (EEA) – barra iż-Zona €wro	Islanda, Liechtenstein, Norveġja
Stat barra l-UE u barra l-EEA: Zona Ewropea ta' Kummerċ Fieles	Svizzera
Stati barra l-UE imma li jużaw l- €wro bi ftehim mal-UE	Belt Tal-Vatikan, San Marino
Territorji tal-Istati Membri tal-UE – jużaw l- €wro [Trattat ta' Ruma]	Ceuta u Melilla, Ġibiltà, Gujana Franciża, Gwadelup, Gżejjer Åland, Gżejjer Azori, Gżejjer Kanarji, Madeira, Martinique, Réunion

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