

VIRTUAL ACCOUNT – TERMS AND CONDITIONS

These Terms and Conditions govern the use of Virtual 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 Virtual 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;
- **“Bank’s Base Rate”** means the rate of interest used as a basis by the Bank to determine interest payable and which may be varied by the Bank at its own discretion from time to time;
- **“Card”** means the APS VISA *Debit* Card and / or PREMIER Card, as the case may be, used as a debit card, issued by the Bank to the Account Holder, and any other card issued in the future that bears the same characteristics of the Cards 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;
- **“Credit Limit”** means the maximum debit (overdrawn) balance agreed with and notified to the Account Holder by the Bank permitted on the Account and subject to any other condition agreed to from time to time between the Bank and the Account Holder;
- **“EPOS”** means Electronic Point of Sale;
- **“Events of Default”** means the circumstances provided for in the Sanction Letter which results in the facility being withdrawn by the Bank together with any other consequences provided for in the Sanction Letter;
- **“Interest”** means the rates of interest applicable on balances in the Account. The Interest Rate Table is published by the Bank 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;
- **“Sanction Letter”** means the credit agreement between the Bank and the Account Holder stipulating all the General and Specific Terms and Conditions governing the Credit Limit marked on the Account;
- **“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 available upon request;
- **“Uncleared Effects”** means cheque/s deposited in the Account that can only be available for withdrawal when they are honoured by the bank/branch on which they are drawn.

In these Terms and Conditions 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 who are subscribed to APS 365 Online. As of 1st January 2011 only one Account *per* Account Holder will be allowed, irrespective of whether held in the Account Holder’s sole name or jointly with third parties.

1.2 The minimum initial deposit must be of €50 or equivalent of this amount in any other foreign currency acceptable to the Bank.

1.3 The Bank retains the right to request such information and documentation on the Account Holder and his activities as the Bank may deem necessary. Failure to provide the required information may result on the closure of the Account in terms of Clause 1.13.

1.4 In the absence of a Credit Limit, the Account is to be operated in credit and the Account Holder is not to overdraw the Account. Notwithstanding the aforesaid, the Bank is entitled to debit the Account with the amounts of all transactions, including any fees, commissions, charges and interest whether or not the Account is overdrawn or becomes overdrawn as a result.

1.5 If the Account Holder has a Credit Limit, this shall be subject to the additional terms and conditions in Clause 10.

1.6 The Bank has the right, at any time, without giving any prior notice, to set-off any debit balance on the Account against any credit balance held by the Account Holder in another account with the Bank. In instances where the Account Holder does not have a Credit Limit, the Account may be overdrawn at the Bank’s sole discretion. A fee as per Bank’s Tariff of Charges will be levied.

1.7 Interest charged on debit balances is calculated and accrues daily and is debited to the Account on charging dates, currently twice yearly in June and December. The Bank may consider at its sole discretion to pay interest on the daily (cleared) credit balance on the Account. If the Account earns any interest, and unless advised otherwise, the Bank will charge Withholding Tax, at a rate fixed by the authorities. Withholding Tax is deducted only from those accounts held in the name of residents of Malta.

The interest rate on the Account is as per Interest Rate Table published by the Bank on www.apsbank.com.mt. Unauthorised overdrawn Accounts, including withdrawals made against Uncleared Effects, may be subject to a fee as per Bank’s Tariff of Charges and the Account Holder is to repay immediately any such overdrawn amounts together with fees, commissions, charges and interest, if any.

1.8 The Account Holder may view transactions carried out on the Account through the APS 365 Online. The Bank shall also provide the Account Holder with a yearly Statement. Additional Statements shall be provided on request against a fee as per Bank’s Tariff of Charges. 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 matter without undue delay and not later than thirteen (13) months from the date of 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 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

1.10 Any communication by the Bank shall be mailed at 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.

1.11 If the Account Holder wishes to close the Account, he must notify the Bank in writing. The Account will only be closed on the repayment of any sums owed to the Bank on the Account. In addition, if the Account is closed for any reason, the Account Holder must immediately return any Cards linked to the Account to the Bank.

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

1.13 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.

1.14 The Account is not transferable.

2. TRANSACTIONS ON THE ACCOUNT:

2.1 Transactions on the Account may be carried out:

- a. By means of Card.
- b. By means of standing orders, direct debits, direct credits and other automatic transfers.
- c. By phoning the Bank's Customer Support Centre to have transactions executed by authorised employees.
- d. Through the Bank's ATM network and deposit machines.
- e. Through 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 Transactions on the Account may also be carried out at any of the Bank's branches and agencies. (Agencies accept only non-cash transactions) against a fee as per Bank's Tariff of Charges.

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

2.5 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. Withdrawal of money which is not cleared for interest calculation purposes may result in debit interest being charged even though the Account shows a credit balance.

2.6 In the case of foreign bank drafts, the Bank reserves the right in its sole discretion to postpone payment of withdrawals drawn 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. CARDS:

3.1 The Account Holder may apply for any of the Bank's Cards to operate on the Account.

4. CHANGING THESE TERMS AND CONDITIONS:

4.1 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.

4.2 Without prejudice to the generality of the provisions of Clause 4.1 above, the circumstances when the Bank may vary these 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 and 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. The introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities.
- F. Merging with or the acquisition of the business of another bank or organisation offering similar services.
- G. Changes imposed or requested by any Payment System.
- H. 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.

4.3 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.

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

5. ACCOUNT PROMOTIONS:

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

6. ACCOUNT HOLDER'S PERSONAL INFORMATION:

6.1 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.

6.2 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 the Account Holder 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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. The records will also be used for statistical analysis about credit, insurance and fraud.

7. INTEREST, FEES AND TARIFFS:

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

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

8. ACCOUNTS HELD IN JOINT NAMES:

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

8.2 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 whether the Account is in credit or overdrawn, or becomes overdrawn as a result, and if payment cannot be stopped, it continues to apply even after the Bank receives notice to the contrary.

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

8.4 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 Account Holders.

9. NON-PHYSICAL ACCOUNT HOLDERS:

9.1 Where the Account Holder is not a physical person, Clause 8.1 and Clause 8.2 shall apply. So however that references to 'the joint Account Holder/s' shall be construed as references to the authorised signatories.

9.2 The other provisions of these Terms and Conditions shall apply accordingly.

10. CREDIT LIMIT ON THE ACCOUNT:

10.1 The Account Holder may apply to the Bank and the Bank may allow, at its sole discretion and subject to such terms and conditions as it may decide on a case by case basis, a maximum Credit Limit marked of €5,000.

10.2 The Account Holder shall undertake to use any Credit Limit so allowed for personal requirements pending receipt of income.

10.3 The debit interest rate applicable on daily outstanding debit balances on the Account currently will be a margin of 4.5% per annum over the Bank's Base Rate.

10.4 The Bank is not obliged to honour payments from the Account which result in an excess over the approved Credit Limit. However, should the Bank honour such payments, it may apply, at its sole discretion, on that excess, an additional debit interest rate currently of 2% per annum above the rate charged on the regular borrowings, or any higher rate allowed by Law.

10.5 Any amount outstanding on the Credit Limit is repayable on demand at the Bank's discretion without prejudice to the "on demand" nature of the facility.

10.6 Where a Credit Limit on the Account is allowed, the Account is to show the desired fluctuations with frequent lodgements to the account and occasional swings to credit balances and any income or salary receivable by the Account Holder shall be deposited into the Account.

10.7 The Bank reserves the right to demand/vary/increase the security and to ask for any information on the conduct of the Account and other related matters at such frequency as is deemed necessary.

10.8 Any security provided is to be considered as applying to all the Banking facilities, which the Bank may be making available to the Account Holder from time to time.

10.9 Although there may be occasions where payment will be made from your Account against uncleared deposits this does not mean that the Bank is bound to allow such payments at any other time.

10.10 The Bank reserves the right not to advance any sums until any security requested has been provided and all terms and conditions as per Sanction Letter have been fulfilled.

10.11 The Account Holder shall reimburse the Bank with any expenses incurred in connection with the preparation and signing of security documents and the perfection or continuation of security for allowing the Credit Limit.

11. GENERAL:

11.1 The Account Holder is to pay all fees, commissions, charges and interests 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 request the Bank to send any statement, card and / or any other document to a "c/o address" he will assume full responsibility should he fail to receive such items and / or for any other breach of security.

11.5 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 causes beyond the Bank's reasonable control and any instances of force majeure.

11.6 If the Bank does not deliver the standard of service expected by the Account Holder, or if the Account Holder believes that the Bank has made a mistake, the Account Holder is invited to inform the Bank accordingly. The Bank will then investigate and, where appropriate and necessary, take immediate action to rectify the situation. The Bank also promises to take the necessary steps to prevent a recurrence.

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 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 consumerinfo@mfsa.com.mt.

11.8 The Account Holder may communicate with the Bank either in Maltese or in English, 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 and 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 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 VIRTUAL 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 VIRTWALI

(VIRTUAL ACCOUNT)

Dawn it-termini u kundizzjonijiet jirregolaw l-użu ta' Kont Virtwali 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 tranżazzjonijiet 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 jintuza;
- **"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 Ikklerjati"** tfisser depożitu jew depożiti fil-Kont magħmulin b'ċekk, li jkunu jistgħu jingibdu biss wara li jkunu onorati mill-bank jew fergħa li fuqha jkun miktub iċ-ċekk;
- **"EPOS"** tfisser postazzjoni ta' bejgħ elettronika (Electronic Point of Sale);
- **"Ittra ta' Konferma"** tfisser il-fehim ta' kreditu bejn il-Bank u d-Detentur tal-Kont li fih ikun hemm stipulati t-Termini u Kundizzjonijiet Ġenerali u Speċifiċi li jirregolaw il-Limitu ta' Kreditu mmarkat fuq il-Kont;
- **"Kard"** tfisser l-APS VISA Debit Card u / jew il-PREMIER Card, skont il-każ, li tintuza 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 tintuza;
- **"Kaži ta' Inadempjenza"** tfisser iċ-ċirkostanzi li taħseb għalihom l-Ittra ta' Konferma tal-faċilità tas-self u li b'rizultat tagħhom ikun hemm revoka tal-faċilità mill-Bank kif ukoll konsegwenzi oħra kif ipprovdut fl-Ittra ta' Konferma;
- **"Kont"** tfisser il-Kont Virtwali miżmum mill-Bank fil-munita Ewro jew f'munita oħra aċċettabbli għall-Bank f'isem id-Detentur tal-Kont;
- **"Limitu ta' Kreditu"** tfisser il-bilanċ massimu ta' debitu (negattiv), miftiehem mill-Bank mad-Detentur tal-Kont u notifikat lilu, li hu permess fuq il-Kont u li jkun soġġett għal kull kundizzjoni oħra miftiehma minn żmien għal żmien bejn il-Bank u d-Detentur tal-Kont;
- **"Mgħax"** tfisser ir-rati tal-imgħax li japplikaw fuq il-bilanċi fil-Kont. Minn żmien għal żmien il-Bank jippubblika t-Tabella tar-Rati tal-Imgħax u jqiegħedha għad-dispożizzjoni ta' min jitolba jew min irid jaraha fuq is-sit elettroniku www.apsbank.com.mt;
- **"Rata Baži tal-Bank"** tfisser ir-rata tal-imgħax li l-Bank juża bħala baži li fuqha jiddetermina l-imgħax li jifhallas u li l-Bank jista' jċaqlaqha minn żmien għal żmien;
- **"Rendikont"** tfisser gabra fil-qosor tat-tranżazzjonijiet 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' tinkiseb jekk tintalab.

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, li jkollhom is-servizz tal APS 365 Online. Mill-1 ta' Jannar 2011 kull Detentur tal-Kont jista' jkollu Kont wieħed biss, kemm jekk dan ikun miżmum f'isem id-Detentur tal-Kont biss kif ukoll jekk miżmum flimkien ma' terzi.

1.2 Id-depożitu minimu inizjali jrid ikun ta' €50 jew l-ekwivalenti ta' dak l-ammont fi kwalunkwe munita oħra barranija aċċettabbli għall-Bank.

1.3 Il-Bank għandu dritt jiġbor dik l-informazzjoni u dokumentazzjoni fuq id-Detentur tal-Kont u l-attivitatiet tiegħu li l-Bank jidherlu necessarja. Fejn l-informazzjoni mitluba ma tingħatax, il-Bank jista' jagħlaq il-Kont hekk kif jingħad fi Klawwola 1.13.

1.4 Jekk ma jkunx hemm Limitu ta' Kreditu, il-Kont għandu jinżamm b'bilanċ favor tiegħu u d-Detentur tal-Kont ma jistax jiġbed iżjed milli jkun fih il-Kont. Minkejja dan, il-Bank huwa intitolat li jiddebita l-Kont bl-ammont ta' kull tranżazzjoni, inklużi drittijiet, kummissjonijiet, tariffi u mgħaxxijiet irrispettivament minn jekk il-Kont fihx bilanċ negattiv jew le, jew jispicċax bħala riżultat b'bilanċ negattiv jew le.

1.5 Jekk id-Detentur tal-Kont ikollu Limitu ta' Kreditu, dan ikun soġġett għat-termini u kundizzjonijiet addizzjonali li hemm fil-klawwola 10.

1.6 Il-Bank għandu d-dritt, ikun meta jkun u mingħajr ma jagħti avviz minn qabel, li jpaċi bilanċ negattiv fuq il-Kont kontra kwalunkwe bilanċ pożittiv li d-Detentur tal-Kont jista' jkollu f'xi kont ieħor mal-Bank. Fil-kaži fejn id-Detentur tal-Kont ma jkollux Limitu ta' Kreditu, il-Kont jista' jifhallas jaqra' f'bilanċ negattiv unikament fid-diskrezzjoni tal-Bank. Jinżamm dritt skont it-Tariffa tad-Drittijiet tal-Bank.

1.7 L-imgħax dovut fuq bilanċi ta' debitu jiġi maħdum u miġmugħ kull jum u jkun iddebitat fil-Kont fid-dati meta jgħaddi l-proċess tad-debitu, bħalissa darbtejn fis-sena f'Gunju u f'Diċembru. Il-Bank jista' jikkunsidra, unikament fid-diskrezzjoni tiegħu, li jfhallas imgħax fuq il-bilanċ ta' kreditu (ikklerjat) ta' kull jum fuq il-Kont. F'każ li l-Kont jiġi kkreditat b'xi mgħax, u sakemm ma jkunx ġie avżat mod ieħor, il-Bank iżomm it-Taxxa Finali fuq l-Imgħax, skont ir-rata ffixxata mill-awtoritajiet. It-Taxxa Finali fuq l-Imgħax tinqata' biss minn dawk il-kontijiet miżmuma f'isem persuni residenti f'Malta.

Ir-rata tal-imgħax fuq il-Kont tkun skont it-Tabella tar-Rati tal-Imgħax ippubblikata mill-Bank fuq is-sit elettroniku www.apsbank.com.mt. Kontijiet li jkollhom bilanċi negattivi mhux awtorizzati, inkluż għid ta' Effetti mhux Ikklerjati, jistgħu jkunu soġġetti għal dritt skont it-Tariffa tad-Drittijiet tal-Bank, u d-Detentur tal-Kont għandu jfhallas lura immedjatament tali bilanċi negattivi flimkien mad-drittijiet, kummissjonijiet, tariffi u mgħax, jekk ikun hemm.

1.8 Id-Detentur tal-Kont jista' jara t-tranzazzjonijiet li jkunu saru fil-Kont permezz tal-APS 365 Online. Il-Bank jipprovdu wkoll lid-Detentur tal-Kont b'Rendikont kull sena. Jekk ikun hemm talba għal Rendikont(i) addizzjonali dawn jingħataw u jkunu soġġetti għal dritt skont it-Tariffa tad-Drittijiet tal-Bank 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 (13-il) xahar mid-data li fiha l-Kont ikun ġie 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 nġabru 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 taft xi termini u kundizzjonijiet oħrajn jew xi ftehim ieħor mal-Bank.

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

1.10 Kull komunikazzjoni mill-Bank tintbagħat bil-posta fl-indirizz ipprovdut mid-Detentur tal-Kont. Id-Detentur tal-Kont għandu javża 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-preżunzjoni tkun li d-Detentur tal-Kont ikun irċieva kull komunikazzjoni mibgħuta fl-indirizz postali li hu jkun ikkomunika lill-Bank, kif imsemmi hawn fuq.

1.11 Jekk id-Detentur tal-Kont ikun jixtieq jagħlaq il-Kont għandu javża lill-Bank bil-miktub. Il-Kont jingħalaq biss wara li jkunu tħallu l-ammonti kollha li setgħu kienu dovuti lill-Bank fuq dak il-Kont. Barra minn dan, jekk il-Kont jingħalaq għal xi raġuni hi xinhi, id-Detentur tal-Kont għandu jagħti lura minnufih lill-Bank il-Kards kollha marbutin ma' dak il-Kont.

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

1.13. 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 javża lid-Detentur tal-Kont raġonevolment bil-quddiem li jkun se jagħlaq il-Kont. Inoltr, il-Bank jista' jirrifjuta li jeżegwixxi xi tranzazzjoni jew jista' minnufih jittirmina tranzazzjoni jew iregġgħha lura, totalment jew in parti, jekk il-Bank ikollu raġuni biżżejjed biex jemmen li t-tranzazzjoni hija invalida, jew b'xi mod qarrieqa jew illegali jew magħmula 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 tregġiġh lura.

1.14 Il-Kont mhux trasferibbli.

2. TRANZAZZJONIJIET FUQ IL-KONT:

2.1 It-tranzazzjonijiet fuq il-Kont jistgħu jsiru:

- Permezz ta' Kard.
- Permezz ta' ordnijiet fissi, debiti diretti, krediti diretti u trasferimenti oħra awtomatiċi.
- Billi ċċempel iċ-Centru għall-Assistenza tal-Klijenti tal-Bank sabiex jiġu eżegwiti transazzjonijiet minn impjegati awtorizzati.
- Permezz tas-sistema tal-ATMs u l-magni ta' depożitu tal-Bank.
- 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 jittiehed bħala l-ammont korrett tad-depożitu. Id-Detentur tal-Kont jiġi informat bid-diskrepanza.

2.3 It-tranzazzjonijiet fuq il-Kont jistgħu jsiru wkoll bi flus f'xi waħda mill-fergħat u l-aġenziji tal-Bank. (L-aġenzij jaċċettaw biss tranzazzjonijiet li ma jinvolvu flus kontanti). Il-flus ikun skont it-Tariffa tad-Drittijiet tal-Bank.

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

2.5 Ċekkijiet ta' banek oħra lokali, appartati l-Bank Ċentrali, jiġu meqjusa bħala kklerjati għall-finijiet tal-kalkolu tal-imgħax 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 fuqu jkun miktub iċ-ċekk jiġu meqjusa bħala kklerjati għall-finijiet tal-kalkolu tal-imgħax jum wieħed (1) ta' xogħol tal-Bank wara li jkunu ġew depożitati. Bl-istess mod, fil-każ ta' ċekkijiet bankarji ta' banek barranin il-perijodu tal-ikklerjar ikun determinat skont il-prassi bankarja. Il-ġbid ta' flus li ma jkunux għadhom ġew ikklerjati għall-finijiet tal-kalkolu tal-imgħax jista' jwassal biex jiġi debitat imgħax anke jekk il-Kont ikun juri li hemm bilanċ ta' kreditu.

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 setgħu ġew ikkreditati fil-Kont u li jitlob rifużjoni jew jiddebita l-Kont (mingħajr telf tal-kambju u biż-żieda tal-kummissjonijiet u d-drittijiet kollha lokali u barranin) fl-eventwalità li xi ammonti entrati ma jifhallsux jew jintilfu in tranzitu.

3. KARDS:

3.1 Id-Detentur tal-Kont jista' japplika għal xi waħda jew iżjed mill-Kards tal-Bank biex iħaddem il-Kont.

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

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

Mingħajr preġudizzju għall-ġeneralità tad-dispożizzjonijiet tal-Klawsola 4.1 hawn fuq, iċ-ċirkostanzi meta l-Bank jista' jvarja dawn it-Termini u Kundizzjonijiet jinkludu:

- Tibdil fil-kundizzjonijiet tas-suq jew fil-prattika bankarja.
- Tibdil fil-kosti tal-Bank.
- Jekk id-Detentur tal-Kont ikun fi ksur 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 faċilitajiet 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 jinqalghu li jistgħu raġonevolment jeffettwaw il-mod kif id-Detentur tal-Kont iwettaq l-obbligi, wieħed jew uħud jew kollha, li għandu taft dawn it-Termini u Kundizzjonijiet.

4.3 It-tibdil f'dawn it-Termini u Kundizzjonijiet jiġu kkomunikati lid-Detentur tal-Kont tal-anqas xahrejn (2) qabel ma jidhöl fis-sehħ. Jekk il-Bank ma jirċievi ebda oġġezzjoni bil-miktub minn għand id-Detentur tal-Kont, ikun preżunt 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.

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

5. PROMOZZJONI TAL-PRODOTT:

5.1 Il-Bank jista' jipromwovi dan il-prodott b'mod selettiv u kompletament fid-diskrezzjoni tiegħu.

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

6.1 Il-Bank jittrezza 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 jżvela 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-ligi lokali.

6.2 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-tranzazzjonijiet tad-Detentur tal-Kont, tkun żvelata 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' għbir ta' djun, u biex ikun possibbli li jkunu proċessati servizzi għall-Bank f'Malta u barra.

6.3 Il-Bank ifittex li jzomm l-informazzjoni dwar id-Detentur tal-Kont aġġornata. 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 użata biss skont l-istruzzjonijiet mogħtija mill-Bank.

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

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

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

6.7 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 itejeb 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.

6.8 Meta jikkunsidra l-applikazzjonijiet, il-Bank jista' juża metodi ta' punteġġ ta' kreditu. Jista' wkoll ifittex fir-Reġistru Elettorali jew jagħmel verifika dwar l-identità. Jista' wkoll jittlob 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.

7. MGHAX, DRITTIJET U TARIFFI:

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

7.2 It-tibdil li jsir fir-rati tal-imghax jidhol fis-seħħ fid-data li tkun speċifikata fil-pubblikazzjoni ta' dak it-tibdil.

8. KONTIJET MIŻMUMA F'ISMIJET KONGUNTI:

8.1 Sakemm il-Bank ma jirċevix avviż għall-kuntrarju, meta Kont ikun f'ismijiet 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.

8.2 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 jordanaw, jew b'xi mod ieħor jawtorizzaw, lill-Bank biex iħallas. Dan japplika sew jekk il-Kont ikollu bilanċ ta' kreditu jew ta' debitu, jew jispicċa b'bilanċ ta' debitu bħala riżultat u, jekk ma jkunx possibbli li jitwaqqaf pagament, jibqja' japplika anke wara li l-Bank ikun irċieva avviż għall-kuntrarju.

8.3 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.

8.4 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.

9. DETENTURI TA' KONT LI MHUMIEX PERSUNI FIŻIĊI:

9.1 Meta d-Detentur tal-Kont ma jkunx persuna fiżika, il-Klawsole 8.1 u 8.2 ikunu japplikaw. Dan iżda hekk li r-riferenza għad "Detenturi tal-Kont Kongunt" tiftiehem bħala riferenza għall-firmatarji awtorizzati.

9.2 Id-dispożizzjonijiet l-oħra ta' dawn it-Termini u Kundizzjonijiet japplikaw bl-istess mod.

10. IL-LIMITU TA' KREDITU FUQ IL-KONT:

10.1 Id-Detentur tal-Kont jista' japplika lill-Bank, u l-Bank jista' jikkonċedi, unikament fid-diskrezzjoni tiegħu u taħt termini u kundizzjonijiet li jista' jiddetermina każ b'każ, Limitu ta' Kreditu mmarkat ta' mhux aktar minn €5,000.

10.2 Id-Detentur tal-Kont jikkonmetti ruħu li juża kull Limitu ta' Kreditu hekk konċess lilu għall-ħtiġijiet personali sakemm jirċievi dħul.

10.3 Ir-rata tal-imghax fuq debiti li tkun tapplika fuq il-bilanċi ta' debitu pendenti kuljum fil-Kont attwalment hija marġni ta' 4.5% fis-sena fuq ir-Rata Bażi tal-Bank.

10.4 Il-Bank mhux obligat li jonora pagamenti mill-Kont li bħala riżultat tagħhom jinqabez il-Limitu ta' Kreditu approvat. Madankollu, jekk il-Bank ikun onora dawk il-pagamenti, jista' japplika, unikament fid-diskrezzjoni tiegħu, rata ta' mghax ta' debitu addizzjonali fuq dak l-eċċess li bħalissa hi ta' 2% fis-sena fuq ir-rata li tapplika għas-self regolari, jew kwalunkwe rata oghla li tippermetti l-ligi.

10.5 Kull ammont pendenti fuq il-Limitu ta' Kreditu huwa pagabbli lura immedjatament malli jintalab skont id-diskrezzjoni tal-Bank u bla preġudizzju għan-natura ta' "pagament lura immedjat" tal-facilità.

10.6 Fejn ikun konċess Limitu ta' Kreditu fuq il-Kont, il-Kont ikun mistenni juri ċaqliq 'il fuq u 'l isfel, b'depożiti ta' spiss fil-kont u bi qlib ta' kull tant żmien għal bilanċi ta' kreditu, u kull dħul jew salarju li jirċievi d-Detentur tal-Kont għandu jkun depożitat fil-Kont.

10.7 Il-Bank jirriżerva d-dritt li jittlob jew ivarja jew iżid il-garanziji u li jittlob kull informazzjoni dwar it-tħaddim tal-Kont u materji oħra relatati bil-frekwenza li jidherli neċessarja.

10.8 Kull garanzija li tingħata għandha titqies li tkun tgħodd għall-facilitajiet kollha Bankarji li l-Bank jista' jkun qed jagħti lid-Detentur tal-Kont minn żmien għal żmien.

10.9 Għalkemm jista' jkun hemm okkażjonijiet meta pagament jista' jsir mill-Kont tiegħek minn depożiti mhux ikklijerati, dan ma jfissirx li l-Bank huwa marbut li jippermetti pagamenti bħal dawn f'xi okkażjoni oħra.

10.10 Il-Bank jirriżerva d-dritt li ma javvanza ebda somma qabel ma l-garanzija mitluba tkun ingħatat u t-termini u l-kundizzjonijiet kollha fl-ittra ta' konferma jkunu ġew osservati.

10.11 Id-Detentur tal-Kont għandu jhallas lura lill-Bank kull spiza mgħarrba in konnessjoni mal-preparazzjoni u l-iffirmar tad-dokumenti tal-garanzija u r-registrazzjoni jew il-kontinwazzjoni tal-garanzija biex jingħata l-Limitu ta' Kreditu.

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 kapaċi 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:

- Jikkonċedi lid-Detentur tal-Kont aktar żmien biex jikkonforma mal-obbligi tiegħu. Jew
- Jiddeċiedi li ma jeżiġix id-drittijiet kollha tiegħu, jew wieħed jew uħud minnhom. Jew
- 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' jibqa' jeżerċitah fi kwalunkwe ħin kif permess mil-liġi.

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

11.5 Il-Bank ma jkunx responsabbli għal xi telf li jista' jkun ikkawżat lid-Detentur tal-Kont minhabba 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.

11.6 Jekk il-Bank ma jilħaqx l-istandard ta' servizz mistenni mid-Detentur tal-Kont, jew jekk id-Detentur tal-Kont jaħseb li l-Bank ikun għamel xi żball, id-Detentur tal-Kont huwa mistieden li jinforma b'dan lill-Bank. Il-Bank jinvestiga l-każ u, fejn ikun xieraq u meħtieġ, jiehu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Il-Bank iwiegħed ukoll li jiehu l-passi neċessarji biex ma jergax jiġri l-istess.

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, 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, 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:

- 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, id-Detentur tal-Kont għandu jikkonferma li jkun qara, fehem u accetta 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.

11.10 Dawn it-Termini u Kundizzjonijiet jaqgħu taħt il-Liġi Maltija u l-Partijiet jissottomettu għall-ġurisdizzjoni esklussiva tal-Qrati tal-Gżejjer 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-Finijiet tal-Qtugħ u t-Tabella tar-Rati tal-Imgħax), tkun xi tkun ir-raġuni. Jingħata żmien ta' avviz 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 mħaddma 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-Żona 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 jintuza mill-Bank biex jipprovi servizzi oħra lid-Detentur tal-Kont, dawn it-Termini u Kundizzjonijiet għandhom jinqraw haġa waħda ma' kull ftehim jew termini u kundizzjonijiet li jirregolaw is-servizzi addizzjonali provduti. B'mod partikulari id-Detentur tal-Kont għandu jkun jaf li l-Kont jidhol biex jittqies bħala kont 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 iffirmat(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għal Kont VIRTWALI, 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 inharġu mill-APS Bank Limited (C2192) li topera mill-APS Centre, Triq it-Torri, Birkirkara BKR4012, Malta. L-APS Bank Limited hija licenzjata bħala istituzzjoni ta' kreditu mill-Awtorità għas-Servizzi Finanzjarji ta' Malta u hija awtorizzata biex tipprovi servizzi ta' pagament. Kopji tat-termini u kundizzjonijiet kollha jistgħu jinkisbu mill-fergħat u l-aġenziji tal-APS Bank Limited jew jistgħu jtniżzlu 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.