

## VISA DEBIT CARD - TERMS AND CONDITIONS

These Terms and Conditions govern the use of all Debit cards issued by APS Bank plc (the "Bank") including APS VISA Debit Card and PINs.

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

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

- **"Account"** means any account, maintained by the Bank in the name of the Principal Cardholder in relation to the Card or the Additional Card/s. Apart from this Agreement, the Account is subject to all the terms and conditions then in force that are applicable to that type of account;
- **"Additional Card"** means the Additional Card issued to an Additional Cardholder;
- **"Additional Cardholder"** means a person to whom an 'Additional Card' has been issued under Clause 2 of this Agreement and whose transactions are chargeable to the Account of the Principal Cardholder;
- **"Agreement"** means the agreement in force from time to time between the Bank and the Cardholder and which includes the Terms and Conditions that regulate the issue and use of the Card;
- **"ATM"** means Automated Teller Machine;
- **"Bank"** means APS Bank plc, (C 2192) having its Registered Address at APS Centre, Tower Street, Birkirkara BKR 4012, and all its assignees and successors in title;
- **"Card"** means the APS VISA Debit Card used as a debit card, issued by the Bank to the Cardholder, and any other card issued in the future that bears the same characteristics of the Cards named here;
- **"Card-based payment transaction"** means any payment made for goods and services from merchants or cash withdrawn from a bank or ATM or obtained by the use of the Card or Card number;
- **"Cardholder"** means the Principal Cardholder and the Additional Cardholder, unless the Bank indicates otherwise;
- **"Credit Limit"** means the maximum debit (overdrawn) balance agreed with and notified to the Principal Cardholder by the Bank permitted on the Account and subject to any other condition agreed to from time to time between the Bank and the Principal Cardholder;
- **"EPOS"** means Electronic Point Of Sale;
- **"Merchant"** means a retailer or a service provider who operates an EPOS;
- **"Party/Parties"** means the Bank, Cardholder or Additional Cardholders, whether singularly or collectively, as the case may be.
- **"PIN"** means the Personal Identification Number issued by the Bank, to the Cardholder/s to be used with the Card;
- **"Principal Cardholder"** means the customer in whose name the Bank maintains a Card. The customer can be an individual or a legal entity;
- **"Tariff of Charges"** means the Bank's tariff of charges published by the Bank from time to time and available upon request;
- **"Uncleared Effects"** means cheque/s deposited in the Account that can only be available for withdrawal when they are honoured by the bank/branch on which they are drawn.
- **3D Secure** means an additional layer of the security on your online purchases. Cards are automatically enrolled to the 3D Secure service, as long as you registered a valid mobile number with the Bank.

In these Terms and Conditions:

a. References to the **"Card"** shall include card details, security details and PINs.

b. Any word or term importing the masculine gender shall include the feminine and neutral gender, any words in the singular shall include the plural and words in the plural shall include the singular

### 1. USE OF THE CARD:

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

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

- a. The APS VISA Debit Card may be used in Malta and overseas to pay for goods and services from merchants or to withdraw cash from banks or ATMs that display the VISA logo, and for any other purposes that may be allowed from time to time.

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

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

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

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

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

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

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

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

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

1.10 The Bank will have no liability for the refusal of a merchant or any bank to accept the Card. If the Cardholder is in dispute with or has a claim against a merchant or bank over a transaction made using the Card, the Bank may give the Cardholder time to resolve any claim or dispute but may still require payment in accordance with this Agreement. Before processing any refund due to the Cardholder, the Bank may request a written notification from the Cardholder that an item in the Statement in fact does not belong to him.

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

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

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

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

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

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

1.17 The maximum amount of cash withdrawals and payments effected by the Cardholder with the Card, whether locally or abroad, on a daily basis, i.e. the daily limit, cannot exceed €1,000 provided such amount is available in the Cardholder's Account, or is within the Credit Limit arranged with the Bank. A VISA Debit Cardholder can reduce or increase the daily limit and consequently he/she can withdraw any permissible amount from the Account. Any such amendments have to be made in writing.

1.18 For the purposes of Clause 1.17 above, the daily limit is refreshed every 00:00hrs of next day.

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

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

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

The Bank reserves the right to:

- a. Postpone payment against Uncleared Effects which may be credited to the Account.
- b. Claim refund and / or debit the Account in respect of cheques which are unpaid or lost in transit (without loss of exchange, where applicable) plus all charges or in case payment of cheques is subsequently countermanded in terms of foreign or local law.

1.21 A 3D Secure Service is offered as an additional layer of security when effecting online purchases. The service is being offered in liaison with VISA. The Card will be automatically enrolled to the APS 3D Secure Service as long as you have a valid mobile number with the Bank. When effecting online purchases at any participant merchant, the cardholder is required to authorise the transaction by means of a unique passcode, which will be received via an SMS on the mobile number registered on the Bank's system. By entering this passcode your purchase will be completed. To register or amend your mobile number please contact the Bank Customer Support Centre on +356 21226644 or by sending a message via the APS365 Online.

## **2. ADDITIONAL CARDHOLDER/S:**

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

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

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

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

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

## **3. THE CARD AND THE PIN:**

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

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

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

- a. The PIN is unique and is only known to him.

- b. The PIN must be kept separate from the Card at all times.
  - c. ATMs can only be used by using the Card in conjunction with the PIN.
  - d. The Card and the PIN are always required when using an APS VISA Debit Card at an EPOS.
  - e. An erroneous PIN entry for three (3) consecutive times at any ATM may cause the ATM to capture and block the Card from further use for twenty four (24) hours or unless the Bank is notified to clear the entries.
  - f. If the PIN of an APS VISA Debit Card is entered erroneously for three (3) consecutive times on an EPOS, the card is automatically blocked. If this happens, one can unblock that card by using the card with the correct PIN on the Bank's and Bank of Valletta p.l.c.'s ATMs.
  - g. The PIN for an APS VISA Debit Card can be changed through any ATM operated by the Bank or Bank of Valletta p.l.c.
- 3.4 The Cardholder must take all reasonable precautions to prevent the Card and the PIN from being used fraudulently. The precautions that should be taken by the Cardholder include:
- a. Immediately signing the Card (on the back where indicated) upon receipt.
  - b. Carry the Card on his person or keep the Card in a secure and safe place and check it regularly to ensure that it has not been stolen.
  - c. Not allowing anyone else to use the Card.
  - d. When he suspects that he has misplaced the Card, report it as lost, even if he thinks that he has left the Card somewhere 'safe' or 'familiar'. Once the Card is reported lost it can NEVER be used again and the Cardholder needs to apply with the Bank for a new Card. In such cases the charges referred to in Clause 10 apply.
  - e. Complying with any other reasonable instructions issued by the Bank regarding the safekeeping of the Card, Card number or PIN.
  - f. Not interfering with any magnetic stripe or integrated circuit (chip) in the Card.
  - g. Not disclosing the Card number to any third party except in connection with a Card transaction or when reporting to the Bank the loss or theft of the Card.
  - h. Destroying the PIN notification sent to him by the Bank immediately after memorising the PIN.
  - i. Not writing down the PIN on the Card or anywhere or disclosing it to anyone else including the Police officers and/or the Bank's personnel.
  - j. Not using the Card if it has been cancelled or withdrawn.
  - k. Using the Card only if it has not lapsed, i.e., during the validity period expiring on the last day of the month embossed on the Card itself.
  - l. Ensuring that all withdrawals comply with these Terms and Conditions.
  - m. If the Card is damaged in any way, it must be returned immediately to the Bank for replacement and the Card should not be used in the meantime.
  - n. Checking that the correct amount is entered or debited before authorising any transaction.
  - o. Not disclosing sensitive card data such as Card number, expiry date, PIN, etc especially via email.
  - p. Ensuring that when possible, a Card transaction is conducted in his presence.
  - q. Carefully checking whether he is entitled for a refund when returning goods. Checks for specific clauses on receipts such as "No Refunds".
  - r. Ensures that he agrees with the amount to be charged to his Card. Keeps copies of all invoices/correspondence indicating the description and costs of the ordered items.
  - s. Carefully reads the Terms and Conditions provided by the merchant when ordering items over the Internet especially, the return and cancellation policy.
  - t. Be aware of scams such as notification of exorbitant winning especially if he has not participated in the lottery and related price winning game. These can be received either by post or by electronic means such as SMSs, emails or pop-ups.
  - u. He should be vigilant to any person/s who offer/s assistance while using the ATM especially if he has not requested such assistance and the person/s is/are not Bank employee/s.
  - v. Be aware of fraudulent calls asking for the card number and sensitive data such as the CVV2 and the card expiry date.

#### 4. TRANSACTIONS ON THE ACCOUNT:

##### 4.1 Debits (withdrawals) to the Account:

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

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

- a. By effecting a cheque/cash deposit (bank notes only, no coins), by the APS VISA Card at any of the Bank's Bulk Deposit Machines located at the Bank's Branches.
- a. By effecting a transfer between Customer accounts by the Card at any of the Bank's ATMs.
- b. By depositing a cheque/cash at any of the Bank's Branches
- c. By giving instructions to any of the Bank's Branches to make a transfer or make a direct credit to the Account.
- d. By using the APS 365 Online.

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

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

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

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

5.3 Unless the Cardholder is liable under Clause 5.5 of this Agreement, the Bank will pay back to the Account the entire amounts of the transaction/s debited to the same Account following the notification, in accordance with Clause 5.1, by not later than thirteen months after the debit date and which are due to the Card/Additional Card being used by someone other than him. Any amount in excess of €50 debited to the Account

prior to notification under Clause 5.1 shall be paid back to the same Account by the Bank, with the Cardholder bearing the first €50.

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

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

5.6 The Bank may in the event of suspicion of breach of the security of your card, or of unauthorised use of the card, communicate to you by phone, e-mail, SMS or any other means regarding specific transactions. If you receive an e-mail or SMS alert pertaining to a specific transaction that was not authorised by the cardholder/supplementary cardholder, you must inform the Bank immediately on +356 21226644 to stop the card. For your security, the Bank reserves the right to block the card immediately even if no communication is reached.

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

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

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

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

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

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

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

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

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

6.8 If this Agreement ends:

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

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

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

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

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

- a. Changes in market conditions or in banking practice.
- b. Changes in costs to the Bank.
- c. If the Cardholder is in breach of any of these terms and conditions of the Agreement or if the Cardholder is otherwise in default.
- d. Changes in the law and / or a decision or recommendation of a court, regulator or similar body.
- e. The introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities.
- f. Merger with or acquisition of the business by/of another bank or organisation offering similar services.
- g. Changes imposed or requested by any Payment System.
- h. Event occurs or circumstances arise that may reasonably affect the performance of all or any of the Parties' rights and obligations under this Agreement.

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

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

#### **8. CARD PROMOTIONS:**

8.1 The Bank may from time to time advise the Cardholder of details of Card promotions. Such promotions may make available to the Cardholder preferential terms and / or special offers applicable to the use of the Card.

8.2 Such promotions will be sent to the Cardholder in line with the Marketing Opt-In selected instructions included within the Bank's Data Privacy Policy.

8.3 Any such Card promotion will be available subject to such terms and conditions notified by the Bank.

8.4 The Bank may offer any Card promotion selectively and at its complete discretion.

8.5 The Bank may in its sole and absolute discretion withdraw or alter any Card promotion but only after it has given the Cardholder reasonable notice or any other notice required by law.

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

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

9.2 Information about the Cardholder and his Account may be put onto the Bank's database and used, analysed and assessed by the Bank to provide the Cardholder with a better service. Apart from the Bank, this information, including the nature of the Cardholder's transactions, will be disclosed to third parties in order to provide the Cardholder with the service applied for, for marketing purposes, for the purpose of fraud prevention, for audit and debt collection and to enable services to be processed for the Bank in Malta and abroad.

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

9.4 The Bank may also disclose information about the Cardholder and the conduct of the Account to any person to whom the Bank transfers its rights and obligations under this Agreement.

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

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

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

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

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

10.1 All fees incurred or charged by the Bank for all Card transactions performed by the Cardholder will be charged to the Account.

10.2 There are no charges for cash withdrawals effected by means of the Card at any Branch of the Bank, ATMs of the Bank and / or those of Bank of Valletta p.l.c. Cash withdrawals effected by means of the VISA Debit Card at any other bank or any other ATM network may be subject to a fee, in according to the Tariff of Charges published on [www.apsbank.com.mt](http://www.apsbank.com.mt).

10.3 All the required information relating to fees, commissions, charges and interest can be viewed from the Tariff of Charges and Interest Rate Table published on the Bank's website [www.apsbank.com.mt](http://www.apsbank.com.mt)

10.4 Changes to any interest rate are not subject to Clause 7.4 above. Such changes shall come into effect upon the date specified in the publication of such a change.

10.5 The Cardholder must pay the Bank the costs and expenses of enforcing this Agreement and all such other costs that the Bank may incur and impose whenever the Cardholder breaks any term or condition of the Agreement.

## **11. JOINT ACCOUNTS:**

11.1 Until and unless the Bank receives notice to the contrary, when an Account is in joint names, it may issue a Card to any one or more Joint Account Holder/s, provided he can solely operate the Account in terms of the relevant mandate instructions, and all these terms and conditions of this Agreement apply.

11.2 The Bank reserves the right to pay and deduct from the Account all amounts which any of the Joint Account Holders instructs or otherwise authorises the Bank to pay. This applies whether the Account is in credit or overdrawn, or becomes overdrawn as a result, and if payment cannot be stopped, it continues to apply even after the Bank receives notice to the contrary.

11.3 Each Joint Account Holder is jointly and individually responsible for any transaction effected by the Card and for complying with this Agreement.

11.4 By signing the application form, each and every Joint Account Holder agrees that when statements or other notices are sent by the Bank, no more than one copy is necessary and that these are sent to the mailing address given by the Account Holders.

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

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

## **13. GENERAL:**

13.1 The Cardholder is to check the entries on the statements for possible processing errors that may have unintentionally occurred at the time of the transaction. 13.2 The Bank may from time to time make additional services or benefits available to the Cardholder.

13.3 The Bank may transfer all or any of its rights and / or obligations under this Agreement to a person that it reasonably considers capable of performing them. References to the 'Bank' in this Agreement would then be read as references to the person to whom any relevant right/s and/or obligation/s were transferred.

13.4. The Cardholder may not assign or transfer any of the right/s and / or obligation/s under this Agreement.

13.5 Any security given by the Cardholder to the Bank does not apply to this Agreement.

13.6 The Bank may on occasion, at its discretion:

- a. Allow the Cardholder extra time to comply with his obligations. Or
- b. Decide not to exercise some of its rights. Or
- c. Extend the period for which preferential terms and conditions may apply.

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

13.7 The Bank may exercise its right to use any credit balance on any other account that the Cardholder holds with the Bank to reduce or repay any sums he fails to pay under this Agreement. In such instances, the Bank will inform the Cardholder.

13.8 Any Card, PIN, statement or other document, which is required to be given or served by the Bank under these Terms and Conditions shall, at the Bank's option, either be served at or mailed to the address stated in the relevant Application Form at the Cardholder's address, or at any other new address notified to the Bank in writing by him.

13.9 Should the Cardholder request the Bank to send any Card, PIN, statement or any other document to a "c/o address" he will assume full responsibility should he fail to receive such items and / or for any other breach of security. The Cardholder must immediately notify the Bank in writing of any change of name or address.

13.10 Service by the Bank shall be deemed to have been properly effected if made or mailed as in Clauses 13.8 and 13.9 above.

13.11 The Bank shall have the right to refuse an application for the Card without giving reason thereof, and the filling in of an application form does not automatically mean that a Card will be granted to the applicant.

13.12 The Cardholder is bound by these Terms and Conditions, both when:

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- a. Applying in person at one of the Bank's branches. In such a case, the applicant will be requested to sign a hard copy of these Terms and Conditions for retention by the Bank.
- b. Applying for a Card through the APS 365 Online. In such a case, the applicant agrees that he has read, understood and accepted these Terms and Conditions, even if they are only provided in electronic format. Nonetheless, the printing and retention of these Terms and Conditions is recommended for future reference.

13.13 Without prejudice to Clause 7.4, the Bank reserves the right to lay down further conditions and / or to amend these Terms and Conditions (including the Tariff of Charges and Interest Rate Table) for any reason whatsoever. Reasonable notice thereof shall be given.

13.14 The Cardholder may communicate with the Bank either in English or Maltese, with the Bank preferring to communicate in English. Communications are to be in writing and, unless otherwise stated or agreed, are to be addressed to the manager, Customer Support Centre, APS Centre, Tower Street, Birkirkara BKR4012, Malta or write to the manager on [apscards@apsbank.com.mt](mailto:apscards@apsbank.com.mt)

#### 14. BANK'S LIABILITY:

14.1 In the event that it is established that a transaction was executed erroneously by the Bank, the Bank shall credit to the Account any amount and related charges which may have been debited to the same. The Bank shall also bear any interest to which the Cardholder is subject due to the non-execution or erroneous execution of the transaction in question. This shall be without prejudice to any other remedy which may be provided for under the terms and conditions governing the Account.

14.2 The Bank shall not be liable towards the Cardholder for any indirect or consequential damages, including but not limited to, loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind. Should the foregoing be found to be inapplicable, the Bank's total liability to the Cardholder in respect of damages specified above shall, in aggregate, in respect of any claim or series of claims arising in any calendar year, not exceed €1,500. The Cardholder is responsible for obtaining, if he considers it appropriate, insurance cover at his own cost, for any loss exceeding the limit of €1,500 or any loss for which the Bank is not liable.

14.3 The Bank shall endeavour to give a complete service at all times but it shall not be liable for any loss to the Cardholder due to:

a. Any failure or delay in providing its service caused by strikes, industrial action, failure of power supply or equipment, other causes beyond the Bank's reasonable control and any instances of force majeure. Or

b. Any merchant, bank or other person, or ATM refusing or being unable to accept the Card. Or

c. The way in which any such refusal or non-acceptance is conveyed to the Cardholder.

14.4 The Cardholder shall be entitled to request to the Bank a refund of any transaction effected through a merchant where the Cardholder can produce evidence that the authorisation did not specify the exact amount when he gave the said authorisation and the amount of the transaction exceeded the amount the Cardholder could reasonably have expected taking into account his previous spending patterns and the relevant circumstances of the case. Any such request is to be received by the Bank within eight (8) weeks, from the date on which the amount claimed was debited to the Account and the Bank shall inform the Cardholder whether it will be allowing his request within ten (10) working days of receiving the same. The Bank reserves the right to refuse a request for refund received from a Cardholder, upon providing justification for such refusal. If the Cardholder does not accept such justification, he can refer to the Complaints Procedure as outlined in Clause 15 of this Agreement.

#### 15. COMPLAINTS PROCEDURE:

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

15.2 Complaints are to be made verbally or in writing to the appropriate branch manager or by phoning the Customer Support Centre on Telephone Number 2122 6644 or write to the manager on [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt). The Bank will investigate and, where appropriate and necessary, take immediate action to rectify the situation. All complaints will be acknowledged and the Account Holder will be informed accordingly of the investigation's outcome within fifteen (15) business days. If the answer cannot be given within fifteen (15) business days for reasons beyond the control of the Bank, the bank shall send a holding reply, clearly indicating the reasons for a delay in answering to the complaint and specifying the deadline by which the client will receive the final reply. This deadline shall not exceed thirty-five (35) business days... 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 Office of the Arbitrator for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530, Malta. The Office may also be contacted by using Freephone 80072366 or +356 21249245.

#### 16. GOVERNING LAW AND JURISDICTION:

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

#### 17. ADDITIONAL TERMS AND CONDITIONS:

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

I / We, the undersigned, do hereby declare that I / We have been provided with a copy of the Cards - Terms and Conditions issued by APS Bank plc 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 plc (C2192) which operates from APS Centre, Tower Street, Birkirkara BKR4012, Malta. APS Bank plc 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 plc or may be downloaded from [www.apsbank.com.mt](http://www.apsbank.com.mt).*