

## CURRENT ACCOUNT – TERMS AND CONDITIONS

These Terms and Conditions govern the use of Current Accounts opened and held by APS Bank plc.

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 Current 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 plc, (C 2192) having its registered address at APS Centre, Tower Street, Birkirkara BKR 4012, Malta and all its assignees and successors in title;
- **“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;
- **“Interest”** means the rates of interest applicable on balances in the Account. The Interest Rate Table is published by the Bank from time to time and are available upon request or can be viewed on [www.apsbank.com.mt](http://www.apsbank.com.mt);
- **“Joint Account Holders”** means two or more Account Holders in whose joint names the Bank maintains 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.

1.2 The minimum initial deposit must be of €25.

1.3 Applications for the opening of an Account are subject to the Bank obtaining such information and documentation on the Account Holder and his activities as the Bank may deem necessary. The Bank retains the right to decline any such application. Where a switch of accounts takes place, the Common Principles for Bank Account Switching are applicable. The Bank shall abide by the same in assisting the Account Holder. Copy of the Common Principles of Bank Account Switching can be obtained from any branch or agency of the Bank or from [www.apsbank.com.mt](http://www.apsbank.com.mt).

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 terms and conditions agreed with the Bank when it was sanctioned and interest on the amount due will be charged at the rate agreed with the Bank. This rate may vary from time to time.

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. 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 Table of Interest published by the Bank from time to time. 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 A Statement will be mailed to the Account Holder’s address currently every month. If in the period following the last Statement issued, no transactions took place, the Bank reserves the right not to send any Statement. In the case of accounts held in the name of joint Account Holders, only one (1) Statement will be mailed. Any request for additional Statement/s is subject to charges as per Bank’s Tariff of Charges. Subscribers to APS 365 Online will receive a yearly statement. Upon receipt of a Statement, the Account Holder is to verify the transactions and report any incongruence to the Bank within ninety (90) days from date of the Statement.

1.9 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 any undue delay and not later than thirteen (13) months from the date on which the Account was debited. The Bank will investigate the matter and, if it results that the transaction was unauthorised, it will proceed to refund the amount debited to the Account together with any charges that may have been levied by the Bank in connection with the unauthorised transaction. This shall be without prejudice to any other right which the Account Holder may be entitled to under other terms and conditions or agreements with the Bank.

1.10 If the Account is left dormant and does not operate for a continuous period of twenty four (24) months, an administration fee will be levied to the account in line with the Bank’s Tariff of Charges. If the balance on the account is less than the amount of the fee, the account will be closed immediately upon processing the administration fee. In cases where the balance on the account exceeds the amount of the administration fee, the account will remain open and the fee will continue to be charged on an annual basis – subject to the continued lack of activity on the account.

1.11 Any communication by the Bank, including any chequebooks, shall be mailed to the address provided by the Account Holder. The Account Holder must immediately notify the Bank in writing of any change of mailing address. The Bank does not assume any responsibility for communications which fail to reach the Account Holder and it shall be deemed that any such communication shall have been received by the Account Holder if mailed at the mailing address communicated by the Account Holder as per above.

1.12 If the Account Holder wishes to close the Account, he must notify the Bank in writing and he must leave sufficient funds available in the Account to cover any cheques which have been issued but have not yet been presented for payment. The Account will only be closed on presentation of all outstanding cheques and 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 all unused cheques and any Cards linked to the Account to the Bank.

1.13 Where the Account Holder requests the Bank to affect a switch of accounts, the Common Principles for Bank Account Switching may find application and the Bank shall provide the Account Holder and his new credit institution with the necessary assistance in terms of the same. Copy of the Common Principles for Bank Account Switching can be obtained from any branch or agency of the Bank or from [www.apsbank.com.mt](http://www.apsbank.com.mt). So however that the completion of the switching of accounts shall be dependant on the obligations relative to account closure being adhered to by the Account Holder.

1.14 The Bank reserves the right to withdraw at its sole discretion any chequebook and / or Cards, especially if there is misconduct of the Account.

1.15 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.

1.16 The Account is not transferable.

## 2. TRANSACTIONS ON THE ACCOUNT:

2.1 Transactions on the Account may be carried out:

- A. At the Bank's branches and agencies (Agencies accept only non-cash transactions).
- B. By means of Card or chequebook.
- C. By means of standing orders, direct debits, direct credits and other automatic transfers.
- D. Through the Bank's ATM network and deposit machines. (Refer to Cut-Off-Time Table on [www.apsbank.com.mt](http://www.apsbank.com.mt).)
- 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 or deposit machines, wherever located, the Bank will verify the contents of the deposit envelope and, in the event of a discrepancy between the contents and the amount written and / or entered on the ATM or deposit machine, the Bank's count will be taken as the correct amount of the deposit. The Account Holder will be informed of any discrepancy.

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

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

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

## 3. CHEQUEBOOKS, CHEQUES AND CARDS:

3.1 Any chequebook issued by the Bank to the Account Holder remains the property of the Bank and may be withdrawn by the Bank for whatever reason it may deem fit. Unused cheques and / or chequebooks are to be returned to the Bank forthwith upon closure of the Account.

3.2 The Account Holder is to follow the instructions contained on the inside cover of the front and back covers of the chequebook and in particular should see that he does not breach the 'Code of Conduct – Dishonoured Cheques' that is available on [www.apsbank.com.mt](http://www.apsbank.com.mt) or upon request from any one of the Bank's branches and agencies.

3.3 The Account Holder is to take the necessary precautions to keep the chequebook safe and prevent its misuse. In particular the Account Holder is:

- A. Not to sign cheques in blank.
- B. To record the details of each cheque issued on the corresponding counterfoil.
- C. To inform the Bank in writing whenever cheques/chequebooks have been stolen or lost and whether a stop payment is to be issued in relation to the same.

3.4 The Account Holder is not to issue pre- or post-dated cheques. If a post-dated cheque is presented for encashment, the Bank has the right, at its sole discretion, not to honour the post-dated cheque and the Bank refutes any liability for any damages suffered.

3.5 The Bank reserves the right to:

- A. Postpone payment of cheques drawn against Uncleared Effects
- 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 law.
- C. Not to honour cheques which may cause the Account to be overdrawn without the Bank's prior agreement. Such cheques will be returned to the presenter and / or depositor and a fee will be levied. Unless specifically authorised by the branch management, the Account Holder is not to withdraw, or issue cheques for an amount which is not available to the Account Holder.
- D. Not to honour cheques if technically incorrect or if a legal impediment exists.

3.6 Cheques are considered valid for six (6) months from date of issue. The Bank reserves the right at its sole discretion not to honour cheques presented for payment after the said six (6) months.

3.7 Additional chequebooks may be ordered at any of the Bank's branches or agencies, via an ATM and through the APS 365 Online.

3.8 Images of encashed cheques may be viewed and printed free of charge from the APS 365 Online. If hard copies are requested at the Bank's branches or agencies or by mail, the Bank's Tariff of Charges will apply.

3.9 The Account Holder may apply for any of the Bank's Cards to operate 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 interests can be viewed from the Tariff of Charges and Interest Rate Table published on [www.apsbank.com.mt](http://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 chequebook and / or 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 reference 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. GENERAL:**

- 10.1 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.
- 10.2 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.

10.3 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.

10.4 Should the Account Holder request the Bank to send any statement, cheque book, 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.

10.5 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.

10.6 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.

10.7 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](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. 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.

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

10.9 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.

10.10 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.

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

10.12 The Bank is a participant in the Depositor Compensation Scheme in Malta, established in terms of Legal Notice 383 of 2015. Subject to the conditions imposed by the said Legal Notice, all deposit accounts held with the Bank are guaranteed up to a maximum of €100,000. More information on this Scheme and on eligibility can be obtained from <https://www.apsbank.com.mt/DCS> and the Information Sheet attached.

## 11. ADDITIONAL TERMS AND CONDITIONS:

11.1 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 Current Account – 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

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*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).*

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## TERMINI U KUNDIZZJONIJIET għall- KONT KURRENTI (CURRENT ACCOUNT)

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

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 jintuża;
- **"ATM"** tfisser Automated Teller Machine;
- **"Bank"** tfisser l-APS Bank plc, (C 2192) li għandu l-uffiċċju registrat f'APS Centre, Triq it-Torri, Birkirkara BKR 4012, Malta u ċ-ċessjonarji u s-successuri 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);
- **"Kard"** tfisser l-APS VISA *Debit* Card u / jew il-PREMIER Card, skont il-każ, li tintuża bħala karta ta' debitu u li tinħareġ mill-Bank lid-Detentur tal-Kont. "Kard" tista' tfisser ukoll kwalunkwe kard oħra li l-Bank jista' joħroġ fil-futur li jkollha l-istess karatteristiċi tal-Kards imsemmija hawn. Minbarra dawn it-Termini u Kundizzjonijiet, il-Kard hija soġġetta wkoll għat-termini u kundizzjonijiet kollha li jkunu in forza u applikabbli għal Kard ta' dak it-tip dakinhar li tintuża;
- **"Kont"** tfisser il-Kont Kurrenti miżmum mill-Bank fil-munita Ewro jew f'munita oħra aċċettabbli għall-Bank fisem id-Detentur tal-Kont;
- **"Limitu ta' Kreditu"** tfisser il-bilanċ massimu ta' debitu (dejn) miftiehem bejn il-Bank u d-Detentur tal-Kont, u li dvaru l-Bank ikun ta' avviż lid-Detentur tal-Kont, li jkun permess fuq il-kont, u li jkun soġġett għal kwalunkwe kundizzjoni oħra li minn żmien għal żmien jistgħu jiftiehem fuqha l-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 jgħeghedha għad-dispożizzjoni ta' min jitlobha jew min irid jaraha fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt);
- **"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 tkun għad-dispożizzjoni ta' min jitlobha.

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

### 1. IL-KONT:

- 1.1 Kont jista' jinfetaħ sew minn persuni residenti kemm minn dawk li mhumiex.
- 1.2 Id-depożitu minimu biex jinfetaħ Kont irid ikun ta' €25.
- 1.3 Meta ssir applikazzjoni għall-ftuħ ta' Kont il-Bank jista' jitlob u / jew jigbor dik l-informazzjoni u dokumentazzjoni fuq id-Detentur tal-Kont u l-attivitatiet tiegħu li l-Bank jidhirlu necessarja. Il-Bank iżomm id-dritt li jirrifjuta kwalunkwe applikazzjoni. Meta jsir qlib ta' kontijiet minn Bank għal ieħor, ikunu japplikaw il-Prinċipji Komuni għal Trasferiment ta' Kont minn Bank għal ieħor. Il-Bank jimxi ma' dawn meta jagħti l-assistenza tiegħu lid-Detentur tal-Kont. Kopja tal-Prinċipji Komuni għall-Qlib ta' Kontijiet tal-Bank tista' tinkiseb minn kwalunkwe fergħa jew aġenzija tal-Bank jew mis-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 1.4 Fejn ma jkunx iffissat limitu ta' kreditu, il-Kont għandu jinżamm b'bilanċ favur tiegħu, u d-Detentur tal-Kont ma jistax jiġbed iżjed milli jkollu fil-Kont. Minkejja dan, il-Bank ikun intitolat li jiddebita l-Kont bil-valuri tat-tranżazzjonijiet kollha, inklużi drittijiet, kummissjonijiet, tariffi u mgħax, anke jekk il-kont ikollu bilanċ negattiv jew jispiċċa b'bilanċ negattiv bħala riżultat.
- 1.5 Jekk id-Detentur tal-Kont ikollu Limitu ta' Kreditu, dan ikun soġġett għat-termini u kundizzjonijiet miftiehma mal-Bank meta jkun ġie sanzjonat, u l-imgħax fuq l-ammont dovut jiġi debitat bir-rata miftiehma mal-Bank. Din ir-rata tista' tvarja minn żmien għall-ieħor.
- 1.6 Il-Bank għandu d-dritt, ikun meta jkun u mingħajr ma jagħti avviż 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-każi fejn id-Detentur tal-Kont ma jkollux Limitu ta' Kreditu, il-Kont jista' jithalla jaqqa' fin-negattiv unikament fid-diskrezzjoni tal-Bank. Ikun irid jithallas dritt skont it-Tariffa tad-Drittijiet tal-Bank.
- 1.7 L-imgħax dovut fuq bilanċi ta' debitu jiġi maħdum u miġmugh kuljum u jkun iddebitat fil-Kont fid-dati meta jgħaddi l-proċess tad-debitu, bħalissa darbejn fis-sena. Il-Bank jista' jikkunsidra, unikament fid-diskrezzjoni tiegħu, li jhallas 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 ffissata mill-awtoritajiet. It-Taxxa Finali fuq l-Imgħax tinqata' biss minn dawk il-kontijiet miżmuma fisem persuni residenti f'Malta. Ir-rata tal-imgħax fuq il-Kont tkun skont it-Tabella tar-Rati tal-Imgħax ippubblikata mill-Bank minn żmien għal żmien. 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 jhallas lura immedjatament tali bilanċi negattivi flimkien mad-drittijiet, kummissjonijiet, tariffi u mgħax, jekk ikun hemm.
- 1.8 Rendikont ikun impustat fl-indirizz tad-Detentur tal-Kont, bħalissa kull xahar. Jekk ma jkunux għaddew tranżazzjonijiet minn mindu jkun inħareġ l-aħħar Rendikont, il-Bank jirrizerva d-dritt li ma jibgħatx Rendikont. Fil-każ ta' kontijiet miżmuma fisem Detenturi ta' Kont Kongunt, Rendikont wieħed (1) biss ikun impustat. Jekk ikun hemm talba għal Rendikont(i) addizzjonali dawn ikunu soġġetti għad-drittijiet skont it-Tariffa tad-Drittijiet tal-Bank. L-abbonati tal-APS 365 Online jirċievu Rendikont darba fis-sena. Meta jirċievu Rendikont, id-Detentur tal-Kont għandu jverifika t-tranżazzjonijiet u jirrapporta kwalunkwe nuqqas ta' qbil lill-Bank fi żmien disgħin (90) jum mid-data tar-Rendikont.
- 1.9 Fejn id-Detentur tal-Kont jidhirlu li xi tranżazzjoni 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 għid debitat.

Il-Bank jinvestiga l-materja u, jekk jirriżulta li t-tranzazzjoni ma kinetx awtorizzata, jipproċedi biex jirrifondi l-ammont debitat fil-Kont flimkien mad-drittijiet li setgħu jkunu ngabru mill-Bank għar-rigward ta' dik it-tranzazzjoni mhux awtorizzata. Dan isir mingħajr preġudizzju għal kwalunkwe dritt ieħor li jista' jkollu d-Detentur tal-Kont taht xi termini u kundizzjonijiet oħrajn jew xi ftehim ieħor mal-Bank.

1.10 Jekk il-Kont jithalla inattiv, jiġifieri ma jintużax għall-perjodu kontinwu ta' erbgha u għoxrin (24) xahar, tariffa amministrattiva ser tittiehed mill-bilanċ tal-kont – skond it-Tariffa tal-Bank. Jekk il-bilanċ tal-kont ikun inqas mill-ammont tat-tariffa, il-kont jingħalaq hekk kif tiġi ipproċessata t-tariffa amministrattiva. F'każ li l-bilanċ tal-kont huwa iktar mill-ammont tat-tariffa amministrattiva, il-kont jibqa' miftuħ u t-tariffa tibqa' tinzamm kull sena - sakemm jibqa' ma jkunx hemm l-ebda forma ta' attivita' fuq il-kont.

1.11 Jekk id-Detentur tal-Kont ikun jixtieq jagħlaq il-Kont għandu jgħid lill-Bank bil-miktub u għandu jhalli biżżejjed fondi fil-Kont biex ikopri kwalunkwe ċekkijiet li seta' jkun hareġ imma li ma jkunux għadhom ġew ipprezentati għat-tisrif. Il-Kont jingħalaq biss wara li jkunu ġew ipprezentati ċ-ċekkijiet pendenti kollha u wara li jkunu thallsu 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 lill-Bank iċ-ċekkijiet kollha mhux uzati u l-Kards kollha marbutin ma' dak il-Kont.

1.12 Fejn id-Detentur tal-Kont jitolb lill-Bank biex jagħmel qlib tal-Kont, il-Prinċipji Komuni għal Transferiment ta' Kont minn Bank għal ieħor jiġu japplikaw u l-Bank jipprovi lid-Detentur tal-Kont u lill-istituzzjoni ta' kreditu ġdida tiegħu l-għajnuna meħtieġa skont it-termini ta' dawk il-Prinċipji. Kopja tal-Prinċipji Komuni għal-Qlib ta' Kontijiet tal-Bank tista' tinkiseb minn kwalunkwe fergħa jew aġenzija tal-Bank jew mis-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt). B'danakollu l-proċess għall-qlib tal-kont ma jintemmx sakemm id-Detentur tal-Kont ma jkunx aderixxa mal-obbligi relattivi għar-rigward tal-għeluq tal-Kont.

1.13 Il-Bank jirriżerva d-dritt unikament fid-diskrezzjoni tiegħu li jirtira kwalunkwe ktieb taċ-ċekkijiet u / jew Kard, speċjalment jekk ikun hemm xi skorrettezza fit-tħaddim tal-Kont.

1.14 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 jgħid 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 jittremna tranzazzjoni jew iregġagħha 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.

1.15 Il-Kont mhux trasferibbli.

## 2. TRANZAZZJONIJIET FUQ IL-KONT:

2.1 It-tranzazzjonijiet fuq il-Kont jistgħu jsiru:

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

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

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

2.4 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 mhijietx 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 fil-Kont. Bl-istess mod, fil-każ ta' ċekkijiet bankarji ta' banek barranin il-perjodu 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.

2.5 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 jitolb rifuzjoni 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 jithallsux jew jintilfu in tranzitu.

## 3. KOTBA TAĊ-ĊEKKIJIET, ĊEKKIJIET U KARDS:

3.1 Kull ktieb taċ-ċekkijiet li joħroġ il-Bank lid-Detentur tal-Kont jibqa' proprjetà tal-Bank u jista' jiġi rtirat mill-Bank għal kwalunkwe raġuni li jidherli hu. Ċekkijiet u / jew kotba taċ-ċekkijiet mhux uzati għandhom jingħataw lura lill-Bank minnufih meta jingħalaq il-Kont.

3.2 Id-Detentur tal-Kont għandu jsegwi l-istruzzjonijiet miktubin fuq il-naħa ta' ġewwa tal-qoxra tal-faċċata u dik ta' wara tal-ktieb taċ-ċekkijiet u b'mod partikolari għandu jgħid li ma jkissirx il-"Kodiċi ta' Kondotta dwar Ċekkijiet mhux Onorati". Li jinstab fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt) u jista' jinkiseb minn kwalunkwe fergħa jew aġenzija tal-Bank.

3.3 Id-Detentur tal-Kont għandu jgħid l-prekawzjonijiet necessarji biex iħares il-ktieb taċ-ċekkijiet u ma jhallihx jiġi użat hażin. B'mod partikolari id-Detentur tal-Kont għandu:

- Jonqos milli jiffirma ċekkijiet in bjank.
- Għal kull ċekk maħruġ, iżomm nota tad-dettalji taċ-ċekk fuq il-mamma tiegħu.
- Jinforma lill-Bank bil-miktub kull meta xi ċekk jew ktieb taċ-ċekkijiet jinsteraq jew jintilef u jekk għandhiex tinħareġ ordni ta' twaqqif ta' pagament għar-rigward tagħhom.

3.4 Id-Detentur tal-Kont m'għandux joħroġ ċekkijiet b'dati bil-quddiem jew b'lura. Jekk ċekk maħruġ b'dati bil-quddiem jiġi pprezentat biex jissarraf, il-Bank jirriżerva d-dritt unikament fid-diskrezzjoni tiegħu li ma jonorax iċ-ċekk maħruġ bid-data bil-quddiem, u l-Bank jirrifjuta kwalunkwe obbligazzjoni għal xi danni mgarrba.

3.5 Il-Bank jirriżerva d-dritt li:

- Jiddifferixxi l-pagament ta' ċekkijiet maħruġa kontra Effetti mhux ikklerjati.
- Jitolb rifuzjoni u / jew jiddebita l-Kont fir-rigward ta' ċekkijiet li ma jithallsux jew li jintilfu in tranzitu (mingħajr telf ta' kambju, fejn ikun il-każ) b'żieda tad-drittijiet kollha, jew fil-każ li l-flus taċ-ċekkijiet jiġi sussegwentement kontramandat skont il-liġi.
- Ma jonorax ċekkijiet li bihom jingħabed ammont akbar minn dak disponibbli fil-Kont, mingħajr ma jkun awtorizzat minn qabel mill-Bank. Tali ċekkijiet jintbagħtu lura lil min jipprezentahom u / jew jiddepożitahom u jinzamm dritt. Sakemm ma jkunx speċifikament awtorizzat mill-manager tal-fergħa, id-Detentur tal-Kont m'għandux jiġbed ammont, jew joħroġ ċekkijiet għal ammont, li ma jkun disponibbli għad-Detentur tal-Kont.
- Ma jonorax ċekkijiet jekk ma jkunux teknikament korretti jew jekk ikun jeżisti xi impediment legali.

3.6 Iċ-ċekkijiet jibqgħu jittqiesu validi sa sitt (6) xhur mid-data tal-ħruġ. Il-Bank jirriżerva d-dritt unikament fid-diskrezzjoni tiegħu li ma jonorax ċekkijiet li jkunu pprezentati għall-flus wara dawk is-sitt (6) xhur.

3.7 Kotba addizzjonali taċ-ċekkijiet jistgħu jiġu ordnati minn kull fergħa jew aġenzija tal-Bank, minn ATM jew mill-APS 365 Online.

3.8 Ritirati taċ-ċekkijiet imsarrafa jistgħu jittellgħu fuq l-APS 365 Online u jiġu stampati minn hemm. Kopji fuq karta jistgħu jintalbu mill-fergħat jew l-aġenziji tal-Bank jew bil-posta. F'dawn il-każi tkun tapplika t-Tariffa tad-Drittijiet tal-Bank.

3.9 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 KUNDIZZJONIJET:

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

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

- A. Tbidil fil-kundizzjonijiet tas-suq jew fil-prattika bankarja.
- B. Tbidil fil-kosti tal-Bank.
- C. Jekk id-Detentur tal-Kont ikun fi ksar ta' xi waħda minn dawn it-Termini u Kundizzjonijiet jew jekk id-Detentur tal-Kont ikun inadempjenti b'xi mod ieħor.
- D. Tbidil fil-liġi u / jew xi deċiżjoni jew rakkomandazzjoni ta' xi qorti, regolatur jew korp simili.
- E. L-introduzzjoni ta' prodotti, sistemi, metodi tal-operat, teknoloġija, mezzi alternattivi ta' qadi, servizzi u faċilitajiet godda jew imtejba.
- F. L-amalgamazzjoni man-negozju, jew l-akkwiżizzjoni tan-negozju, ta' bank ieħor jew organizzazzjoni oħra li toffri servizzi simili.
- G. Tbidil impost jew mitlub minn xi Sistema ta' Pagament.
- H. 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 taħt dawn it-Termini u Kundizzjonijiet.

4.3 It-tbidil f'dawn it-Termini u Kundizzjonijiet jiġu kkomunikati lid-Detentur tal-Kont tal-anqas xahrejn (2) qabel ma jidhol fis-seħħ. 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-tbidiliet proposti u dawk it-tbidiliet jitqiesu li saru jifformaw parti minn dawn it-Termini u Kundizzjonijiet.

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

#### 5. PROMOZZJONI TAL-PRODOTT:

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

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

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

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' għir ta' djun, u biex ikun possibbli li jkun processati 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 jiproċessaw informazzjoni għalih, u fl-ipproċessar kollu tagħha l-informazzjoni dwar id-Detentur tal-Kont tkun protetta skont kodici stretti ta' segretezza u sigurtà li għalihom il-Bank, l-impjegati kollha tiegħu u t-terzi persuni jkun soġġetti, u tkun użata biss skont l-istruzzjonijiet mogħtija mill-Bank.

6.4 Il-Bank jista' wkoll jiżvela informazzjoni dwar id-Detentur tal-Kont u t-tħaddim tal-Kont lil kull persuna li liha 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 kkontattat għall-finijiet ta' marketing hu għandu javża lill-Bank b'dan bil-miktub, u sakemm il-Bank ma jirċevix tali oġġezzjoni bil-miktub id-Detentur tal-Kont jitqies 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-legislażzjoni dwar il-Protezzjoni tad-Data, id-Detentur tal-Kont jista' jitlob bil-miktub għal kopja ta' ċerta informazzjoni personali li l-Bank ikun qed iżomm dwaru. Id-Detentur tal-Kont għandu wkoll id-dritt li jitlob rettifika, blokkar jew tħassir ta' tali informazzjoni personali li ma tkunx għet ipproċessata b'konformità ma' dik il-legislażzjoni.

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-preċiż, ikun jista' aħjar itejjeb kontinwament is-servizzi tiegħu u jtejjeb is-sigurtà. Fl-interess tas-sigurtà l-Bank jista' jagħmel użu minn apparat ta' reġistrazzjoni bis-CCTV sew fil-bini tiegħu kemm madwaru.

6.8 Meta jikkunsidra l-applikazzjonijiet, il-Bank jista' juża metodi ta' punteġġ ta' kreditu. Jista' wkoll ifittex fir-Registru Elettorali jew jagħmel verifiki dwar l-identità. Jista' wkoll jitlob informazzjoni dwar id-Detentur tal-Kont minn għand aġenzji 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](http://www.apsbank.com.mt).

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

#### 8. KONTIJET MIŻMUMA F'ISMIJET KONGUNTI:

8.1 Sakemm il-Bank ma jirċevix avvizi għall-kuntrarju, meta Kont ikun f'ismijiet kongunti, jista' johroġ ktieb taċ-ċekkijiet u / jew Kard lil wieħed jew aktar mid-Detenturi tal-Kont Kongunt, bil-kundizzjoni li l-Kont jifhaddem biss b'konformità mal-istruzzjonijiet tal-mandat rilevanti u jkun japplikaw dawn it-Termini u Kundizzjonijiet kollha.

8.2 Il-Bank jirriżerva d-dritt li jħallas u jnaqqas mill-Kont l-ammonti kollha li d-Detenturi tal-Kont Kongunt awtorizzati li jħaddmu l-Kont skont l-istruzzjonijiet tal-mandat rilevanti jordnaw, jew b'xi mod ieħor jawtorizzaw, lill-Bank biex iħallas. Dan japplika sew jekk il-Kont ikollu bilanċ ta' kreditu jew ta' debitu, jew jispiċċa b'bilanċ ta' debitu bħala riżultat u, jekk ma jkunx possibbli li jitwaqqaf pagament, jibqa' japplika anke wara li l-Bank ikun irċieva avvizi 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 avvizi 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-Klawsoli 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. ĠENERALI:

10.1 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.

10.2 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 ttwettaqhom. 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.

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

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

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

10.4 Fejn id-Detentur tal-Kont jittlob lill-Bank biex jibgħat xi rendikont, ktieb taċ-ċekkijiet, 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 ksura ta' sigurtà.

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

10.6 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, jieħu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Il-Bank iwiegħed ukoll li jieħu l-passi neċessarji biex ma jergax jiġri l-istess.

10.7 Ilmenti għandhom isiru bil-fomm jew bil-miktub lill-maniġer tal-fergħa rispettiva jew b'telefonata liċ-Centru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew bil-kitba lill-maniġer fuq [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt). Il-Bank jinvestiga l-każ u, fejn ikun xieraq u meħtieġ, jieħu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Tintbagħat irċevuta għal kull ilment u d-Detentur tal-Kont jiġi mgħarrf 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-Uffiċċju tal-Arbitru għas-Servizzi Finanzjarji, L-ewwel sular, Pjazza San Kalċedonju, Furjana FRN1530. Wieħed jista' wkoll jagħmel kuntatt sabiex jikseb aktar informazzjoni billi jcmpep fuq in-numri 80072366 jew +356 21249245.

10.8 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-maniġer, Centru għall-Assistenza tal-Klijenti, APS Centre, Triq it-Torri, Birkirkara BKR4012, Malta.

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

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

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

10.11 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.

10.12 Il-Bank huwa sogġett għall-Iskema ta' Kumpens lid-Depozitant, mwaqqfa ai termini tal-Avviz Legali Nru 383 tal-2015. Bla hsara għall-kundizzjonijiet imposti mill-imsemmi Avviz Legali, id-depoziti mizmuma mal-Bank huma garantiti sa massimu ta' €100,000. Aktar informazzjoni dwar din l-Iskema tista' tinkiseb mis-sit elettroniku <https://www.apsbank.com.mt/DCS> u l-folja ta' informazzjoni annessa.

## 11. TERMINI U KUNDIZZJONIJIET ADDIZZJONALI:

11.1 Meta l-Kont jintuża 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 jidhori biex jittqies bħala kont ta' pagament u li japplikaw it-Termini u Kundizzjonijiet Ġenerali tad-Direttiva dwar is-Servizzi ta' Pagament, u li fejn hemm konflitt bejn dawk it-Termini u Kundizzjonijiet u dawn, huma d-dispożizzjonijiet ta' dik id-Direttiva li jipprevalu.

Jien / Aħna, hawn taħt iffirmit(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għal Kont Kurrenti, maħruġa mill-APS Bank plc, u li jien / aħna qrajthom / qrajniehom, fhimthom / fhimniehom, u naċċetta(w)hom.

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Firma / Firem

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Data

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Isem u Kunjom / Ismijiet u Kunjomijiet

*Dawn it-Termini u Kundizzjonijiet inħarġu mill-APS Bank plc (C2192) li topera mill-APS Centre, Triq it-Torri, Birkirkara BKR4012, Malta. L-APS Bank plc hija liċenzjata 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 plc jew jistgħu jtniżzlu mis-sit elettroniku [www.apsbank.com.mt](http://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.**